



**State of New Hampshire
Department of Health and Human Services**

in collaboration with the

**Massachusetts Executive Office of Health and
Human Services**

and the

**Rhode Island Executive Office of Health and
Human Services**

REQUEST FOR PROPOSALS (RFP) RFP-2016-OIS-01-MITA

FOR

Consulting Services

for MITA 3.0 State Self-Assessment and Related Activities
for New Hampshire, Massachusetts and Rhode Island

DATE: March 23, 2016



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1. INTRODUCTION

1.1. Purpose and Overview

This Request for Proposals is published to solicit proposals for consulting services for the Medicaid agencies in New Hampshire, Massachusetts and Rhode Island. This project is a collaborative effort of New Hampshire Department of Health and Human Services, the Massachusetts Executive Office of Health and Human Services, the Rhode Island Executive Office of Health and Human Services, and the New England States Consortium Systems Organization (NESCO) for administrative services. These four entities will be referred to in this document as the New England MITA Collaborative or simply the Collaborative. The three Medicaid Agencies, collectively, may be referred to as the States.

For each agency, the selected bidder will conduct a Medicaid Information Technology Architecture (MITA) State Self-Assessment (SS-A) using Framework 3.0 and develop a Five Year Strategic Plan for improving MITA maturity levels across the Medicaid Enterprise (Project). This procurement will result in the joint selection of a single vendor with which each of the three participating Medicaid agencies will contract individually (i.e., three separate contracts). Simply put: 3 states, 1 procurement, and 3 contracts.

Critical procurement objectives for the chosen vendor: achieve cost savings, improve the quality of the deliverables for all three states, and to produce MITA 3-related information sharing amongst the three states.

1.2. Definitions

Medicaid Information Technology Architecture (MITA) - Consolidation of principles, business and technical models, and guidelines that creates a template for States to use in developing their individual State Medicaid Enterprises. Contains three (3) parts – Business Architecture, Information Architecture, and Technical Architecture.

New England MITA Collaborative (“the Collaborative”) - A consortium of NESCO and the Medicaid agencies in New Hampshire, Massachusetts and Rhode Island that have agreed to work together to procure a single vendor to conduct MITA State Self-Assessments for each of the three agencies and have developed a governance structure to guide completion of this effort.

State Self-Assessment (SS-A) - The MITA SS-A is a structured method for documenting and analyzing the As-Is operations and To-Be environment of Business, Information, and Technical capabilities of the State Medicaid Enterprise. The SS-A facilitates alignment of the State Medicaid Enterprise to MITA Business, Information, and Technical Architectures, as well as the CMS Seven Standards and Conditions. It provides the foundation for a gap analysis that supports the state’s transition planning.

1.3. Request for Proposal Terminology

Agency - DHHS for NH, EOHHS for MA, and EOHHS for RI.

BI - Business Intelligence

Bidder - Organization submitting a proposal in response to the RFP

CMS - Centers for Medicare and Medicaid Services



DHHS - Department of Health and Human Services (New Hampshire Single State Agency for Medicaid)

EOHHS - Executive Office of Health and Human Services (Single State Secretariats in Massachusetts and in Rhode Island)

FFP - Federal Financial Participation

FY - Fiscal Year for all three states, running from July 1 to June 30 of the following year

G&C - New Hampshire Governor and Executive Council

IES - Integrated Eligibility System

MassHealth - Massachusetts Office of Medicaid

MMIS - Medicaid Management Information System

NESCSO - New England States Consortium System Organization

RFP - Request for Proposals

SME - Subject Matter Experts

SFY - State Fiscal Year, a term that begins July 1 and ends June 30

Vendor or Contractor: The single vendor who has been selected to perform the Services and Deliverables under this RFR and has executed a contract for such work with each State.

1.4. Contract Period

The contract with DHHS will be effective from the date of Governor and Executive Council approval to June 30, 2017, with possible extension at the option of DHHS.

The contract with Massachusetts EOHHS will be effective from the date of contract approval to June 30, 2017 with possible extension at the option of EOHHS through June 30, 2018.

The contract with Rhode Island EOHHS will be effective from the date of contract approval to June 30, 2017, with possible extension at the option of EOHHS.

2. BACKGROUND AND REQUIRED SERVICES

2.1. Business Need

The three agencies participating in the Collaborative are required by CMS to complete a MITA SS-A in compliance with 42 CFR 433.

CMS's MITA initiative originated in the early 2000s and resulted in the publication of MITA Framework 2.0 in 2006 (later revised and published as Framework 2.01). As stated in the MITA Framework 2.0 Overview, MITA "is a blueprint consisting of models, guidelines, and principles to be used by States as they implement enterprise solutions. The objective was to replace the legacy MMIS design and its siloed and inflexible subsystems with a "framework of enabling technologies and processes that support improved program administration for the Medicaid enterprise".



In 2012, CMS published MITA Framework 3.0, with the exception of the Member Eligibility and Enrollment business processes and capabilities matrices (which were still in development pending the finalization of eligibility rules under the Affordable Care Act). CMS announced the release of the Member Eligibility and Enrollment Supplement to Framework 3.0 on August 5, 2014 and at the same time affirmed the requirement that states complete a MITA State Self-Assessment in compliance with the CMS Final Rule titled, *Medicaid Program: Federal Funding for Medicaid Eligibility Determination and Enrollment Activities, Final Rule (Federal Register, Vol. 76, No.75)*.

2.1.1. New Hampshire

The first MITA 3.0 SS-A will be undertaken for the New Hampshire Medicaid enterprise. New Hampshire did not conduct a MITA SS-A under Framework 2.0 or 2.01 because the project to replace its legacy MMIS with the NH Health Enterprise MMIS was initiated prior to the publication of either Framework. NH DHHS issued the Request for Proposals for the replacement MMIS in September 2004, 18 months before the release of Framework 2.0.

In its letter granting that NH Health Enterprise met MMIS certification retroactive to its first day of operation, CMS established a deadline of December 15, 2016 for NH DHHS to complete its MITA 3.0 State Self-Assessment.

The State has already contracted with its Integrated Eligibility System (IES) vendor, Deloitte Consulting, to perform a MITA 3.0 SS-A for the Eligibility and Enrollment (E&E) elements associated with the New HEIGHTS IES. The scope of the broader SS-A will not duplicate this work. However, the Vendor selected to conduct the Medicaid Enterprise SS-A will be required to evaluate the E&E SS-A, validate its conclusions in light of overall MMIS findings, and use the validated information as input for a Five Year Strategic Plan that encompasses the entirety of the Medicaid Enterprise.

2.1.2. Massachusetts

Since 2007, the Commonwealth has been actively engaged in identifying, defining, and developing the Commonwealth's Business, Infrastructure, and Technical Architecture, specifically as it relates to MassHealth and the Commonwealth's Medicaid Enterprise, (MassHealth and Massachusetts agencies supporting the Medicaid Title XIX and Title XXI populations.)

The original scope of the initial SS-A, using CMS's MITA Framework 2.0, was to define a common EOHHS business information and technical model so that all future systems developments can re-use components and create system interoperability. Due to the complexity of the Enterprise, however, in 2008 the Commonwealth decided to split the State Self-Assessment (SS-A) process into three components.

The initial endeavor, defined as the MITA Component One Project, was the collecting, cataloguing and identifying of the 78 business processes as defined by MITA 2.0, plus the identifiable State Specific Processes, and the identification of the Enterprise's Business and Technical Capabilities as centered on the Center for Medicare and Medicaid Services (CMS) MITA 2.0 Framework.

The Vendor selected to conduct the Medicaid Enterprise SS-A will be required to evaluate the previous SS-A deliverables, validate their conclusions in light of overall findings from this engagement, and use the validated information as input for a Five Year Strategic Plan that encompasses the entirety of the Medicaid Enterprise.



2.1.3. Rhode Island

The Executive Office of Health and Human Services' (EOHHS) is the single state agency responsible for administering the State's Medicaid program and its Children's Health Insurance Program in accordance with Rhode Island General Laws and Titles XIX and XXI of the Social Security Act, and other applicable federal and state statutes, regulations, waivers, and demonstration projects.

The MITA 3.0 SS-A will be the second SS-A undertaken by Rhode Island. The first Rhode Island MITA 2.01 SS-A finished in July of 2011 and is included in the Document Library on-line.

The Vendor selected to conduct the Medicaid Enterprise SS-A will be required to evaluate RI's E&E app and previous SS-A deliverables, validate their conclusions in light of findings from this engagement, and use the validated information as input for a Five Year Strategic Plan that encompasses the entirety of the Medicaid Enterprise.

Rhode Island plans to re-procure its MMIS shortly after the completion of its MITA 3.0 SS-A, and will look to establish MITA 3.0 as a planning tool for its future modular-focused MMIS re-procurement.

2.2. New England MITA Collaborative

With NESCSO's assistance, Massachusetts, New Hampshire and Rhode Island began meeting in May 2014 to explore the possibility of collaborating on the work required to plan for a MITA 3.0 SS-A and to engage a single vendor to facilitate the development of an SS-A for each of the participating states. It was recognized that each agency would require its own SS-A, as the programs, systems and strategic goals of each state are different. But it was believed that a multi-state effort would provide several benefits:

- Shared resources to develop APDs, Requests for Proposals (RFPs), and contracts, reducing the level of effort required of each agency.
- Increased interest and competitive pricing model from the vendor community due to the multi-state scope of the project.
- Economies of scale based on each state's agreement to use common templates for status reporting, deliverables and other work products, resulting in costs savings to all the states.

In August 2014, at the Medicaid Enterprise System Conference (MESC) held in Denver, representatives of each of the states and NESCSO met with CMS Central Office officials to discuss the feasibility of a collaborative MITA SS-A effort and were encouraged by CMS to proceed. The next step was to engage the vendor community. NESCSO and each of the states simultaneously issued a Request for Information (RFI) in October 2014, requesting responses to a series of questions concerning the potential advantages and disadvantages of a joint effort and soliciting suggestions for the project to increase the likelihood of its success. The multi-state approach was viewed favorably by the respondents, validating the multi-state approach. Since then, the Collaborative has established a governance structure and worked together to create the necessary funding and procurements documents.

2.3. Resources, Organization and Governance



The New England MITA Collaborative includes members from each of the following entities:

- Massachusetts EOHHS
- New Hampshire DHHS
- Rhode Island EOHHS
- NESCSO

The project is coordinated by a Steering Committee consisting of two representatives from each of the States. NESCSO participates in Steering Committee meetings but is not a voting member. In addition to serving as the Collaborative's decision-making body, the Steering Committee was responsible for selecting representatives to serve on the Evaluation Committee that will review responses to the RFP and recommend a vendor

A seven-person Work Group has been responsible for development of the project approach, coordination with CMS, and development of funding and procurement documents. Additional staff members from the participating entities have been brought in as needed. Each of the participating entities is represented on the Work Group, with NESCSO serving as the facilitator and host of on-site meetings and conference calls as well as an unofficial liaison with between CMS and the states concerning the status of the project. Issues that arise within the Work Group are escalated to the Steering Committee.

Upon selection of a single vendor and execution of contracts with each of the participating Medicaid agencies, governance and management of each MITA project will be the responsibility of the individual Agencies, which are also responsible for providing the SMEs and other staff resources necessary to support the Vendor's evaluation of the "As-Is" environment and identify the strategic priorities that will inform the "To-Be" analysis and Five Year Strategic Plan.

The Collaborative Steering Committee will continue to meet on a periodic basis to discuss the progress of each project, identify common issues and potential solutions, and respond to inquiries from other state agencies interested in the collaborative effort.

Due to situations beyond the control of each State, the States reserve the right to assign different, or add new, resources to their respective project.

2.4. Required Services

The New England MITA Collaborative has established the following objectives for the MITA 3.0 Project:

- Conduct a Self-Assessment of the Medicaid enterprise consistent with MITA Framework 3.0.
- Develop a Five Year Strategic Plan for improving MITA maturity levels across the Medicaid Enterprise (the "MITA Roadmap").
- Develop MITA knowledge and skills among Agency staff to ensure the ongoing implementation of MITA objectives and sustain continuous improvement across the Medicaid enterprise of each state.



- Demonstrate the viability of collaborative projects among multiple State Medicaid Agencies.
- Explore the possibility of future collaboration on common “To-Be” initiatives included in the Agencies’ MITA Roadmaps.

The Vendor is responsible for conducting the SS-A and developing a MITA Roadmap for each of the three Agencies. In preparation for these activities, the vendor must also provide MITA Framework 3.0 training to each agency’s staff who will be participating in the project.

2.5. Anticipated Schedule

The Collaborative anticipates that all three projects are targeted for completion by June 30, 2017. The Collaborative wishes to give bidders the flexibility to propose how best to schedule each project.

The Collaborative’s overarching goal is a schedule and project plan that meets the budget requirements of each agency and is most likely to result in a cost-effective, timely project producing high quality work products.



3. STATEMENT OF WORK

The Bidder must address every section of Section 3 Statement of Work, in the Bidder's Proposal, and must provide written answers to the questions contained herein. The following sections include detailed descriptions of deliverables and tasks required for this Project on a state-by-state basis.

3.1. General Assessment Requirements

The Contractor must conduct its assessments according to the CMS SS-A Companion Guide, and should refer to that document for details on how to proceed at each step. In addition to the Companion Guide, the Contractor must follow CMS MITA 3.0 documentation requirements to complete the SS-A.

The following tasks and deliverables represent work the Contractor must complete to successfully complete the MITA Assessment Project. To acknowledge commonalities, but yet also differences between the States, the vendor must provide deliverables that are completed/performed separately for each state, demonstrating a unique solution for each. All deliverables and its intellectual property within will be owned by the respective state. It should be assumed, unless otherwise noted, that all deliverables will be submitted in writing for Agency approval as detailed in Sections 3.2 to 3.10.

Contractor Deliverables and Tasks

Deliverable	Tasks
A. Project Management due monthly with relevant tasks per the Project Plan	<ol style="list-style-type: none"> 1. Kickoff Meeting 2. Updated Project Plan 3. Communication Approach 4. Knowledge Transfer Approach 5. MITA Tracking Tool for Use by the States During and After the Project 6. Issue and Risk Management Approach 7. Change Request Review and Approval Process 8. Monthly Status Reports 9. Periodic Collaborative Steering Committee meetings
B. MITA Training	<ol style="list-style-type: none"> 10. Overall Training Plan 11. Training sessions for personnel per the State-specific Appendices A1, B1, and C1; including State staff and the executive management team 12. Training/work sessions State MITA Project team members per the State-specific Appendices A1, B1, and C1.



C. Medicaid Business Process Review	<p>13. Evaluation of the Current As-Is Landscape</p> <p>14. Recommendations on Modifications/Enhancements to Business Processes to include consideration for future CMS announcements of the Member Eligibility and Enrollment Supplement.</p> <p>15. Identification of the To-Be Environment and Documentation of Findings</p> <p>16. Complete Assessment of Compliance with Seven Conditions and Standards</p> <p>17. Medicaid Business Process MITA Roadmap and Documentation Activities</p>
D. MMIS System Assessment	<p>18. The MITA 3 Self-Assessment of Maturity Levels</p> <p>19. Recommendations on Modifications/Enhancements to Business Processes, including Interfaces and Ancillary Systems</p> <p>20. Business Architecture SS-A – As-Is and To Be Assessments</p> <p>21. Information Architecture SS-A – As-Is and To-Be Assessments</p> <p>22. Technical Architecture SS-A – As-Is and To-Be Assessments</p> <p>23. Gap Analysis (As-Is to To-Be)</p> <p>24. Complete Assessment of Compliance with Seven Conditions and Standards</p> <p>25. MITA Roadmap and Documentation of Activities</p>
E. Ancillary Medicaid Systems Assessment	<p>26. Summary of Ancillary Systems, Functions and Interfaces</p> <p>27. Detailed analysis for each ancillary system, including application rationalization across all domains (i.e. business, information and technical architectures).</p> <p>28. Complete Assessment of Compliance with Seven Conditions and Standards</p> <p>29. MITA Roadmap and Documentation of Activities</p>
F. Interfaces and Interactions with the BI System	<p>30. Evaluation of the interface(s) between the MMIS system, ancillary applications to the MMIS system and the BI system to assess compliance the Seven Conditions and Standards</p> <p>31. Documented analysis of business process interactions, workflows, and data-flows between the MMIS system, ancillary applications to the MMIS system and the BI and its compliance with MITA requirements</p> <p>32. Recommendations on Modifications/Enhancements to Business Processes</p> <p>33. Updates to the MMIS system and Ancillary Systems SS-A Artifacts</p>
G. Overall MITA Roadmap	<p>34. Overall MITA Roadmap (Five Year Strategic Plan)</p>
H. Overall Concept of Operations (COO)	<p>35. COO that includes the MMIS system, Ancillary Systems, and BI</p> <p>36. High-Level Business Workflows for the MMIS system, Ancillary Systems, and BI</p>
I. Project Close Out	<p>37. Project Close Out and Materials Turnover</p>



3.2. Project Management

Each State will provide oversight for the Project, but the Contractor must provide overall project management for the performance of tasks and deliverables under the Contract, including the day-to-day management of its staff. The Contractor also must coordinate with the State to align its work with the work of State staff, if any, involved in the project. Additionally, the Contractor must provide all administrative support for its staff and activities. Throughout the Project, the Contractor must employ ongoing management techniques to ensure a comprehensive Project Plan is developed, executed, monitored, reported on, and maintained. The Contractor is expected to provide monthly project status reports and project plan updates. Payment for this deliverable is expected to be on a monthly basis over the course of the project.

The Contractor must designate a Project Manager and other key personnel for each state. The following four key personnel are required for each state: Project Manager, Business Lead, IT/Data Lead, and Training Lead. The Vendor must specify how they will structure any shared arrangements between the states. The Project Manager and appropriate staff must work on-site as directed by each state at a designated on-site office to complete key facilitation functions (interviews, trainings, presentations, status meetings, etc.)

The Contractor must employ the proposed Project Manager and all designated key personnel as regular, fulltime employees on the Proposal submission date and throughout the term of each Contract. Contractor's full-time regular employees must perform at least 30% of the effort required to complete the Work. The Contractor may use its own staff or subcontractor staff to meet the remaining 70% of the effort. The Contractor will be fully responsible for all obligations, terms and conditions set forth in the contracts (as further described in the contracts themselves) and "push down" these obligations to its subcontractors.

The Contractor's Project Management responsibilities include, at a minimum;

- Planning of the Project Mobilization Effort;
- Conducting a Kickoff Meeting for project team members (Contractor and State staff), internal State stakeholders, and as required, external constituencies required to help ensure the overall success of the project;
- Initial and ongoing Project Plan Development and Management including regular status reporting;
- Development and Communication of Methodology and Approach Documents; and
- Ongoing and Regular Meeting Attendance and Reporting.

3.2.1. Mobilization Effort

For each state, the Contractor will initiate the work with a mobilization effort for the first ten business days of the project, followed by the project kick-off event. This effort will focus on planning, processes, and project methodology. The goal will be to discuss and evaluate the Contractor's proposed practices, methodologies and recommendations concerning the project.

The Contractor must meet with the State and other vendors to:



- Become familiar with the MMIS system and systems ancillary to the MMIS system;
- Become familiar with State strategic modernization initiatives for each State's HHS Agency Medicaid Enterprise; and
- Establish the Project team(s) that will support the assessments overall, and in each of the major SS-A project areas (the MMIS system, systems ancillary to the MMIS system, and planned interactions between the MMIS system and BI).

3.2.2. Kickoff Meeting

The Contractor must plan and conduct a project kickoff meeting presentation to the sponsors and key stakeholders after the mobilization effort. At a minimum, the presentation must include a high level overview of the following:

- Project scope and schedule;
- Goals of the Project;
- Methodology, approach and tools to achieve the goals;
- Roles, responsibilities and team expectations;
- Tasks, Deliverables and significant work products; and
- Milestones and anticipated milestone dates.

3.2.3. Project Plan Development and Management

The Contractor must submit and present for feedback an updated Project Plan, in Microsoft Project, to the State Project Manager for review and approval as part of the mobilization effort. The detailed Project Plan must include all phases of the project for which the Contractor has responsibility including major Deliverables and tasks as well as tasks and dependencies that may be outside of the Contractor's responsibility but may influence or relate to the Contractor's work and ability to complete the Contractor's tasks as planned.

The Project Plan must contain a detailed Work Breakdown Structure and resource assignments for the forward-looking six-month rolling-window planning period, but may contain reduced detail for the periods beyond six months. The Project Plan must be updated on an ongoing basis with a more detailed view on an agreed upon time interval. This Project Plan must be maintained on an ongoing basis by the Contractor and updated weekly.

The Contractor must participate in a planning session which results in the following:

- A common understanding of the Project Plan has been established;
- A common vision of all Deliverables has been established; and
- Clarity on scope of overall Project and the responsibilities of the Contractor has been defined and agreed to by each State.

Thereafter, the Contractor must:

- Formally update the Project Plan, including work breakdown structure (WBS) and schedule, and provide the updated Project Plan as part of its reporting requirements during the Project;



- Ensure that the level of specificity of the plan for a rolling six-month period is defined to the task, deliverable, and named resource level. Given the anticipated multi-state nature of this project, ensure that time periods are accurately forecasted. Forecasts must be based on the actual project performance and anticipated (or realized) downstream impacts to subsequent phases and activities. As an example, the initial Project Plan will include details for the first six months and the tasks/deliverables/milestones accomplished and planned (sufficient to track the overall progress of the program) for the anticipated remainder of the project and
- Ensure the Project Plan allows adequate time for the State's review, commentary, and approval on all deliverables.

Acceptance criteria for deliverables will be documented during the mobilization effort by the Contractor and approved by each State for each Deliverable prior to the Contractor beginning work on such Deliverable.

Unless otherwise set forth in the State's Contract or in the Project Plan, the State will work with the Contractor in advance of the presentation for review of any deliverable or work product to determine the appropriate number of business days it needs for such reviews and provide that information to the Contractor after award and during the mobilization effort. Should the State reject the plan in part or in full or associated Deliverables in part or in full, the Contractor must correct all deficiencies and resubmit it for the State's review and approval until the State accepts the Deliverable, at no additional cost to the State. Should the Contractor determine that the State's review of Deliverables or work products will impact the Contractor's ability to execute the Project in accordance with the agreed and established Project Plan, the Contractor shall notify the State promptly with a request for expedited review of Deliverables or work products. In no case shall expedited review be requested under circumstances that are within the Contractor's direct control or as they relate to Deliverables deemed deficient by the State for good reason.

3.2.4. Approach Documents

The Contractor must work with the State to develop approach documents to establish Project standards and provide an overall context to manage the Project life cycle. Each document below will describe the approach for a specific area of the Project. The following approach documents must be developed and executed:

3.2.4.1. Communication

The Contractor must develop the Project communication approach and work with State representatives to execute the communication activities. The Contractor shall be responsible for the communication activities including planning, scheduling and performance reporting.

3.2.4.2. Knowledge Transfer

The Contractor must develop the Project knowledge transfer approach to provide each State staff with adequate knowledge of the SS-A and MITA processes including implications on business processes for ongoing operation and support. In addition, the Contractor must provide knowledge transfer with a focus on the future application and required updates to the SS-A.

3.2.4.3. Issue and Risk Management



The Contractor must develop an issue and risk management approach that provides a systematic methodology of identifying, analyzing, resolving and tracking Project issues and risks.

3.2.4.4. Change Request Review and Approval Process

Unless otherwise set forth in the Contract or Project Plan, the Contractor must develop a Change Request review and approval approach. The approach document shall provide a process for documenting, analyzing, approving and tracking scope changes for the duration of the Project per the Changes section (Attachment Four, Part Two). Any Change Request that results in a Contract amendment will be submitted by the Contractor Project Manager to the Agency Project Manager and approved or rejected in accordance with the Contract or the Project Plan.

3.2.5. Meeting Attendance and Reporting Requirements

The Contractor must adhere to the following meeting and reporting requirements:

3.2.5.1. Immediate Reporting

The Project Manager or a designee must immediately report any material project plan, scope, staffing, budgetary or risk profile changes for the Project to the State Project Manager.

3.2.5.2. Weekly Status Meetings

The Project Manager and other Project team members must participate in weekly status meetings with the State Project Manager and other people deemed necessary to discuss Project issues. The State Project Manager will schedule these meetings, which will follow an agreed upon agenda and allow the Contractor and the State to discuss the week's accomplishments and issues.

3.2.5.3. Prepare Monthly Status Reports

During the Project, the Contractor must submit an electronic monthly status report, in a format agreeable to the State, to the State Project Manager on a mutually agreed upon day, including relevant output from the MITA Tracking Tool used by the vendor during the project and for use by each state after project completion. At a minimum, monthly status reports must contain the following:

- A description of the overall completion status of the Project in terms of the approved Project Plan incorporating an Earned Value Analysis for schedule and cost;
- Updated Project schedule;
- A dashboard (whose format and content has been accepted by the State) that shows (on a single page) the overall status of the project;
- The plans for activities scheduled for the next month;
- The status of any Deliverables;
- Time ahead or behind schedule for applicable tasks;
- Updated issue management report;
- A risk analysis of actual and perceived problems along with their suggested mitigations; and
- Strategic changes to the Project Plan, if any.

3.2.5.4. MITA Tracking Tool



Reporting and tracking tools are to be analyzed by the Vendor, and the selected tool shall be compatible with the CMS MITA spreadsheet, with the ability to produce the federally required output via the tool. To promote consistency among the States, the same tool shall be available for use by the States after project finish without annual software license charges to the States.

3.2.6. Project Management Deliverable Tasks

- 3.2.6.1. Kickoff Meeting (Task #1)
- 3.2.6.2. Updated Project Plan (Task #2)
- 3.2.6.3. Communication Approach (Task #3)
- 3.2.6.4. Knowledge Transfer Approach (Task #4)
- 3.2.6.5. MITA Tracking Tool for Use by State During and After the Project (Task #5)
- 3.2.6.6. Issue and Risk Management Approach (Task #6)
- 3.2.6.7. Change Request Review and Approval Process (Task #7)
- 3.2.6.8. Monthly Status Reports (Task #8)
- 3.2.6.9. Periodic Collaborative Steering Committee meetings (Task #9)

3.3. MITA Training

Contractor must provide MITA-related training to State staff on their roles in the MITA SS-A development process. This training must be delivered on a just-in-time basis to the State staff associated with each area of assessment. Contractor will coordinate meeting location, attendee registration, and prepare all training materials, including: written overview, outline, goals and objectives, and handouts for participants.

Training sessions must be provided at a specified location, in the respective state per the State-specific Appendices A1, B1, and C1. The number of staff to be trained is also in the State-specific Appendices of this RFP, including the executive management team. Training must include, but may not be limited to, an overview of the MITA framework and the MITA SS-A process, business functional areas and processes, capabilities and maturity; and the role of State business staff in the development of the SS-A.

Contractor must also provide a training/work sessions, for the number of State MITA Project team members stated in the state-specific Appendices A1, B1, and C1. This training must include, but may not be limited to:

- Business, informational and technical architecture including related CMS artifacts, as applicable;
- SS-A components and requirements;
- Seven Conditions and Standards components and requirements; and
- Road Map for how all SS-A elements come together.

3.3.1. MITA Training Deliverable Tasks

- 3.3.1.1. Overall Training Plan (Task #10)
- 3.3.1.2. Training session for the number of State staff specified in the Appendices, including the executive management team. (Task #11)



- 3.3.1.3. Training/work session, for the number of MITA Project team members. The Contractor must supply the required training and preliminary materials to prepare State staff and other stakeholders for the MMIS system assessments. (Task #12)

3.4. Medicaid Business Process Review

Medicaid must be a business-driven enterprise in order to meet the needs of its consumers, providers, regulators and other stakeholders. This review must focus on State Medicaid business processes and their degree of alignment with the MITA 3.0 business model (10 business areas, 21 business categories and 80 business processes). The review will lay the foundation for later system-specific assessments.

In preparation for this review, the Contractor must present a high-level MITA overview to State management and project staff of the MITA business architecture and the Seven Conditions and Standards. The Contractor must:

- Work with State staff to document Medicaid business processes and align them with the 10 business areas, relevant business categories and relevant business processes of the MITA 3.0 business architecture (BA) to create the as-is business process model (BPM). If necessary, expand the BPM to include any State-specific business processes not covered in the MITA 3.0 BPM;
- Determine the as-is level of maturity by the MMIS system 3.0 business area and business process using MITA 3.0 business capability matrices (BCM); also develop business process descriptions and BCMs for any processes that are not covered by the MITA 3.0 BA;
- Complete an as-is Medicaid business process scorecard;
- Assess, to the extent possible without consideration of an actual system architecture, the degree of compliance for each of the 10 business areas with each of the seven conditions and standards using the Seven Standards and Conditions Capability Matrix (SCM);
- Complete the BA portion of an as-is seven conditions and standards scorecard;
- Recommend how Medicaid business areas/processes could be improved to:
 - Be more efficient and streamlined;
 - Eliminate redundancy;
 - Align with the Seven Conditions and Standards, including MITA 3.0. An objective is to identify where principles captured in the seven conditions and standards could be applied, such as modularity, use of business rules and their separation from core programming, application of service-oriented architecture to promote reuse locally and with other states, etc.
- Document revised business processes and associated workflows in the context of the MITA 3.0 business model;
- Identify to-be levels of maturity and potential timeframes and complete a to-be Medicaid business process scorecard; and



- Conduct a gap analysis between the as-is and to-be views and develop a MITA roadmap proposing whether, how, and when the gaps could be closed.

3.4.1. Medicaid Business Process Review Deliverable Tasks

Each of the following deliverables must contain the associated artifacts identified in the SS-A Companion Guide.

- 3.4.1.1. Evaluation of the Current As-Is Landscape (Task #13)
- 3.4.1.2. Recommendations on Modifications/Enhancements to Business Processes (Task #14)
- 3.4.1.3. Identification of the To-Be Environment and Documentation of Findings (Task #15)
- 3.4.1.4. Complete Assessment of Compliance with Seven Conditions and Standards (Task #16)
- 3.4.1.5. Medicaid Business Process MITA Roadmap and Documentation Activities (Task #17)

3.5. MMIS System Assessment

The Contractor must work with the following stakeholders to complete the MMIS system assessment:

- State staff and Contractors supporting the Medicaid enterprise

3.5.1. Business Architecture (BA)

- 3.5.1.1. Review the results of the Medicaid business process review with the MMIS system Contractor and make any necessary changes;
- 3.5.1.2. Validate the as-is level of maturity for each MITA 3.0 business area and business process using MITA 3.0 Business Capability Matrix (BCM). To perform the validation the Contractor must:
 - Work with the MMIS system Contractor and the State to understand the MMIS system business architecture and how individual MITA 3.0 business processes map to the MMIS system software modules and vice versa.
 - Become familiar with the operational MMIS system by accessing the user acceptance testing (UAT) environment and using the system to determine the as-is levels of maturity for each business process as measured against the BCM. (Note: the Contractor must sign a business associate agreement to bind it and its project staff to HIPAA requirements).
 - Obtain the MMIS system Contractor's assessment of the MMIS system MITA 3.0 BA as-is levels and consider it part of the as-is process;
- 3.5.1.3. Complete the as-is BA scorecard;
- 3.5.1.4. Work with the State and the MMIS system Contractor to establish goals and objectives for each business area and business process to determine to-be levels (capabilities, priorities, and dependencies) that are feasible within the constraints of the current the MMIS system architecture. (Note: some higher-level to-be targets, including some from the Medicaid business process review, may not be possible with the current system);



- 3.5.1.5. Work with the State and the MMIS system Contractor to conduct a gap analysis to determine target levels for the various business areas, summarize the development work necessary to reach those levels, estimate the costs, and assess what changes are cost-effective to consider;
- 3.5.1.6. Identify the to-be levels of maturity and timeframes; complete the to-be BA scorecard and fill in the as-is and to-be levels on the business architecture profile, based on the results of the activities of 3.5.1.4 and 3.5.1.5.

3.5.2. Information Architecture (IA)

- 3.5.2.1. Use the MITA 3.0 BPM (especially shared data) and information capability matrices (ICMs), to evaluate the as-is information architecture (IA) environment for each of the ten business areas. With a focus on secure and consistent data throughout the State, assess each of the four information capabilities: data management strategy (DMS), conceptual data model (CDM), logical data model (LDM), and data standards;
- 3.5.2.2. Develop (or obtain from the MMIS system Contractor) the as-is CDM for functions, inputs and outputs of each of the business areas. Document the as-is DMS and data standards;
- 3.5.2.3. Assign an as-is IA level of maturity for each business area;
- 3.5.2.4. Complete the as-is IA scorecard;
- 3.5.2.5. Work with the State and the MMIS system Contractor to establish IA goals and objectives for each business area and business process to create a to-be view;
- 3.5.2.6. Work with the State and the MMIS system Contractor to conduct a gap analysis to determine realistic IA target levels for the various business areas, summarize the development work necessary to reach those levels, estimate the costs and assess what changes are cost-effective to consider;
- 3.5.2.7. Based on the results of the preceding steps 3.5.2.5 and 3.5.2.6, identify the to-be levels of maturity and timeframes;
- 3.5.2.8. Complete the to-be IA scorecard and fill in the as-is and to-be levels on the information architecture profile.

3.5.3. Technical Architecture (TA)

- 3.5.3.1. Use the MITA 3.0 BPM and technical capability matrices (TCMs), to evaluate the as-is technical architecture (TA) environment for each of the ten business areas. Evaluate as-is TA environment from the perspectives of the technical management strategy, business services, technical services, application architecture, and technology standards;
- 3.5.3.2. Develop, with the support of the MMIS system Contractor, the as-is technical service models for important high-level functions and messages of each of the business areas. Document the as-is technical service areas and classifications;
- 3.5.3.3. Assign an as-is TA level of maturity for each business area;



- 3.5.3.4. Complete the as-is TA scorecard;
- 3.5.3.5. Work with the State and the MMIS system Contractor to establish TA goals and objectives for each business area and business process to create a to-be view;
- 3.5.3.6. Work with the State and the MMIS system Contractor to conduct a gap analysis to determine realistic TA target levels for the various business areas, summarize the development work necessary to reach those levels, and estimate the costs; assess what changes are cost-effective to consider;
- 3.5.3.7. Based on the results of the preceding steps 3.5.3.5 and 3.5.3.6, identify the to-be levels of maturity and timeframes;
- 3.5.3.8. Complete the to-be TA scorecard and fill in the as-is and to-be levels on the technical architecture profile

3.5.4. Seven Conditions and Standards

The Contractor must work with the MMIS system Contractor and the State to understand the MMIS system architecture (business, information, and technical) and to what extent it meets each of the seven conditions and standards. The Contractor must complete the seven conditions and standards steps (as defined in the SS-A Companion Guide) including, but not limited to:

- 3.5.4.1. Evaluate as-is BA, IA, and TAs as they relate to the seven conditions and standards using the SCM to assess the current level of maturity;
- 3.5.4.2. Document BA, IA, and TA compliance for each of the seven conditions and standards;
- 3.5.4.3. Assign an as-is level of maturity for each of the seven conditions and standards;
- 3.5.4.4. Work with the State and the MMIS system Contractor to establish goals and objectives for each business area as it relates to the seven conditions and standards and create a to-be view;
- 3.5.4.5. Work with the State and the MMIS system Contractor to conduct a gap analysis to determine realistic target levels for each business area for each of the seven conditions and standards and summarize the development work necessary to reach those levels. Estimate the costs versus benefits and determine what changes are cost-effective to consider;
- 3.5.4.6. Identify the to-be levels of maturity and timeframes;
- 3.5.4.7. Complete the seven conditions and standards scorecard and fill in the as-is and to-be levels on the seven conditions and standards profile.

3.5.5. MMIS MITA Roadmap

- 3.5.5.1. Work with the State and the MMIS system Contractor to assess if the MMIS system could be modified to reach full maturity according to the maturity curves for MITA 3.0 and the seven conditions and standards;
- 3.5.5.2. Document the information in the MMIS system MITA Roadmap.



3.5.6. MMIS System Assessment Deliverable Tasks

Each of the following deliverables must contain the associated artifacts identified in the SS-A Companion Guide.

- 3.5.6.1. MMIS system Self-Assessment of Maturity Curve (Task #18)
- 3.5.6.2. Recommendations on Modifications/Enhancements to Business Processes (Task #19)
- 3.5.6.3. Business Architecture SS-A – As-Is and To Be Assessments (Task #20)
- 3.5.6.4. Information Architecture SS-A – As-Is and To-Be Assessments (Task #21)
- 3.5.6.5. Technical Architecture SS-A – As-Is and To-Be Assessments (Task #22)
- 3.5.6.6. Gap Analysis: As-Is to To-Be (Task #23)
- 3.5.6.7. Complete Assessment of Compliance with Seven Conditions and Standards (including cost) (Task #24)
- 3.5.6.8. MITA Roadmap and Documentation of Activities (Task #25)

3.6. Ancillary Medicaid Systems Assessment

In addition to MMIS, the Agencies have other applications that support the State's Medicaid program. The Contractor must evaluate how each application is used for the Medicaid program and if it should be modernized (brought into compliance with the seven conditions and standards), replaced or retired. A listing of the known ancillary system appears in the state-specific Appendices A1, B1, and C1.

3.6.1. Activities To Be Performed for Each Ancillary System

For each of the applications listed in Appendices A1, B1, and C1, the Contractor must conduct an application rationalization and analysis to determine which of the following four outcomes the systems fit into based on the MMIS system and BI functionality. The analysis must include a detailed business, operational, security, licensing, and technical fit of each application in support of the current program, business process and technical requirements with justification and roadmap for each application.

- The application and functions are no longer needed;
- The duplication of processing/functionality that may exist between ancillary systems and/or the core MMIS system;
- The application can be retired, but the functions are still required and will be provided in the MMIS system, BI, etc. As part of the detailed justification, describe (at a high level) the how the functions will be addressed in the identified system; or
- The application and functions are still required. The Contractor must perform an SS-A and gap analysis and recommend how to bring the application into alignment with the seven conditions and standards.

3.6.2. Seven Conditions and Standards:

If the proposed outcomes require an SS-A against the seven conditions and standards for any of the listed applications, the Contractor must work with the State



and any applicable contractors to complete the seven conditions and standards steps (as defined in the SS-A Companion Guide) including, but not limited to the Seven Conditions and Standards (listed above).

3.6.3. MITA Roadmaps for Applications That Are Retained:

For each application to be retained, the Contractor must:

- 3.6.3.1. Work with the State and any applicable contractors to assess if that system could be modified to reach full maturity according to the maturity curves for the seven conditions and standards;
- 3.6.3.2. Document the information in a MITA Roadmap.

3.6.4. Ancillary Medicaid Systems Assessments Deliverable Tasks

Each of the following deliverables must contain the associated artifacts identified in the SS-A Companion Guide:

- 3.6.4.1. Summary of Ancillary Systems, Functions and Interfaces (Task #26)
- 3.6.4.2. Detailed analysis for each ancillary system, including application rationalization across all domains (i.e. business, information and technical architectures). (Task #27)
- 3.6.4.3. Complete Assessment of Compliance with Seven Conditions and Standards (including cost) (Task #28)
- 3.6.4.4. MITA Roadmap and Documentation of Activities (Task #29)

3.7. Interfaces and Interactions with the Business Intelligence System

The Contractor must work with the State and State Contractors to do an assessment of interfaces and interactions required between the MMIS system, ancillary applications to the MMIS system and the Business Intelligence (BI) system. Please see Appendices A1, B1, and C1 for more BI-related information.

With support from the State and other State contractors, the Contractor must:

- Evaluate the interface(s) between the MMIS system, ancillary applications to the MMIS system and the BI system to assess compliance with the interoperability condition of the seven conditions and standards;
- Analyze business process interactions, workflows, and data-flows between the MMIS system, ancillary applications to the MMIS system and the BI to assess their compliance with MITA 3.0;
- Augment the MMIS system BPM as necessary to capture business process additions and modifications that may be necessary; and
- Update the MMIS system SS-A artifacts to reflect the results of 1, 2, and 3.

3.7.1. Interfaces and Interactions with the BI System Deliverable

Each of the following deliverables must contain the associated artifacts identified in the SS-A Companion Guide.



- 3.7.1.1. Evaluation of the interface(s) between the MMIS system, ancillary applications to the MMIS system and the BI system to assess compliance the seven conditions and standards (Task #30)
- 3.7.1.2. Documented analysis of business process interactions, workflows, and data-flows between the MMIS system, the ancillary applications to the MMIS system and the BI and its compliance with MITA requirement (Task #31)
- 3.7.1.3. Recommendations on Modifications/Enhancements to Business Processes (Task #32)
- 3.7.1.4. Updates to the MMIS system and Ancillary Systems SS-A Artifacts (Task #33)

3.8. Overall MITA Roadmap

CMS requires all states to prepare and submit a MITA roadmap and continue to make measurable progress implementing it. The Contractor must develop the overall MITA roadmap in conjunction with the MMIS system contractor, BI contractor and other State staff and contractors associated with the ancillary applications.

3.8.1. Overall MITA Roadmap Deliverable Task

The Overall MITA Roadmap must contain the associated artifacts identified in the SS-A Companion Guide.

- 3.8.1.1. Overall MITA Roadmap (Task #34)

3.9. Overall Concept of Operations (COO)

The Contractor must develop the overall COO in conjunction with the MMIS system contractor, BI contractor and other State staff and contractors associated with the ancillary applications as defined in the SS-A Companion Guide.

3.9.1. Overall COO Deliverable Tasks

Each of the following deliverables must contain the associated artifacts identified in the SS-A Companion Guide.

- 3.9.1.1. COO that includes the MMIS system, Ancillary Systems, and BI (Task #35)
- 3.9.1.2. High-Level Business Workflows for the MMIS system, Ancillary Systems, and BI (Task #36)

3.9.2. Other Work

In addition to the assessment artifacts relating to the seven conditions and standards and MITA 3.0, the Contractor must produce the deliverables that are detailed in this section and keep all assessment reports and other artifacts in the standard version control or configuration management tool utilized by the State. At a minimum, these artifacts must be checked into the repository at the time of delivery.

3.10. Project Close Out

The Contractor must organize and turn over to the State, in an acceptable electronic form, all files, documents and other Project artifacts produced for use by the MITA Assessment Project within 90 days after acceptance of the final Project Deliverable.



3.10.1. Project Close Out Deliverable Task

3.10.1.1. Project Close Out Certification (Task #37)

3.11. Work Environment

3.11.1. Work Hours and Conditions

Core working hours for state staff are delineated in the State-specific Appendices A1, B1, and C1. The State may require that some Key Project Personnel be located and work at the State site as delineated in State-specific Appendices A1, B1 and C1, unless otherwise approved by the Business Project Manager. Key personnel roles are identified in the Appendix D spreadsheet in the "Rate Sheet" tab.

3.11.2. Project Location

The State will provide Contractor on-site work space as needed for the Project, as delineated in the State-specific Appendices A1, B1 and C1. Any work requiring assistance from the State staff or completion by State staff will be performed at a State location. The State will provide Internet connection and printer access. The Contractor will be required to provide laptop and phone service for their staff.



4. FINANCE

4.1. Financial Funding Sources

4.1.1. Participating Medicaid Agencies

As noted previously, this procurement will result in separate contracts with each Agency, and each Agency is solely responsible only for the obligations, terms and conditions of its own Contract, including funding obligations.

5. PROPOSAL EVALUATION

5.1. Technical Proposal – 70% Weight

A. Proposal Executive Summary, Narrative, Project Approach, and Technical Response <i>17 pages maximum</i>	30% Weight
B. Description of Organization's Qualifications <i>5 pages maximum</i>	10% Weight
C. Bidder's References <i>5 pages maximum</i>	10% Weight
D. Staffing <i>10 pages maximum. Brevity and succinctness is encouraged, but resumes may be placed in an Appendix without a page limit.</i>	20% Weight

5.2. Cost Proposal – 30% Weight

E. Cost Proposal <i>8 pages maximum</i>	30% Weight
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Total weighting 100%

5.3. Evaluation Details

Of the completed Proposals, a certain number of vendors will be invited to present an Oral presentation in Concord. Vendors should be prepared to discuss both their technical and cost proposals at the Orals. Vendor evaluation may be adjusted after the Orals presentations.



6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

The sole point of contact, the Procurement Coordinator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Eric Borrin
Director of Contracts and Procurement
Brown Building
129 Pleasant St.
Concord, New Hampshire 03301
Email: eric.borin@dhhs.state.nh.us
Fax: 603-271-4912
Phone: 603-271-9558

Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

6.2. Procurement Timetable

Procurement Timetable		
(All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.)		
Item	Action	Date
1.	Release RFP	3/23/2016
2.	Letter of Intent Deadline	4/1/2016
3.	RFP Technical and Cost Questions Submission Deadline	4/1/2016
4.	DHHS response to Technical and Cost Questions published	4/22/2016
5.	Proposal submission deadline	5/6/2016 2:00 PM
6.	At DHHS's option, selected vendors notified of Oral Presentations	6/3/2016
7.	All Oral Presentations held in Concord, NH	6/10/2016

6.3. Letter of Intent

A non-mandatory Letter of Intent to submit a Proposal in response to this RFP is requested by the date and time above.

Receipt of the Letter of Intent by DHHS will be required in order to receive any correspondence regarding this RFP, any RFP amendments, in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to this RFP, any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for Bidders, or responses to comments or questions.



The Letter of Intent may be transmitted by e-mail to the Procurement Coordinator identified in Subsection 6.1, but must be followed by delivery of a paper copy within two (2) business days to the Procurement Coordinator identified in Subsection 6.1. It must be signed by an authorized Vendor signatory.

The potential Bidder is responsible for successful e-mail transmission. DHHS will provide confirmation of receipt of the Letter of Intent if the name and e-mail address or fax number of the person to receive such confirmation is provided by the Bidder.

The Letter of Intent must include the name, telephone number, mailing address and e-mail address of the Bidder's designated contact to which DHHS will direct RFP related correspondence.

6.4. Bidders' Questions and Answers

6.4.1. Bidders' Questions

All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the Procurement Coordinator identified in Subsection 6.1.

DHHS may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions or are answered in the RFP or are not pertinent to the procurement, in the sole discretion of DHHS, will not receive a response.

Questions may only be submitted by those entities that have submitted a Letter of Intent by the deadline given in Subsection 6.2, Procurement Timetable. Questions submitted after the deadline in Subsection 6.2, Procurement Timetable will not be answered by DHHS, unless deemed by DHHS to be of significant importance to all potential bidders, in its sole discretion. DHHS will not acknowledge receipt of questions.

The questions may be submitted by fax or e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.

Questions must be received by DHHS by the deadline given in Subsection 6.2, Procurement Timetable, using the Question Submittal form found in Appendix D. Please note that any questions without a Section or Subsection reference will not be considered.

6.4.2. Bidders' Conference

The Collaborative will not hold a Bidders' Conference. Bidders must submit their questions as specified in Subsection 6.4.1

6.4.3. DHHS Answers

DHHS intends to issue responses to properly submitted questions by the deadline specified in Subsection 6.2, Procurement Timetable.

6.5. RFP Amendment



DHHS reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Bidder questions. In the event of an amendment to the RFP, DHHS, at its sole discretion, may extend the Proposal Submission Deadline. Bidders who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the DHHS Internet site.

6.6. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in Subsection 6.2, Procurement Timetable. Proposals must be addressed for delivery to the Procurement Coordinator specified in Subsection 6.1, and marked with **RFP-2016-OIS-01-MITA**.

Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.

6.7. Compliance

Bidders must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period

6.8. Non-Collusion

The Bidder's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Bidders and without effort to preclude DHHS from obtaining the best possible competitive proposal.

6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of New Hampshire Appendix B2: Contract Minimum Requirements.

6.10. Validity of Proposals

Proposals submitted in response to this RFP must be valid for two hundred forty (240) days following the Proposal Submission Deadline specified in Subsection 6.2, Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.



6.11. Property of Department

All material property submitted and received in response to this RFP will become the property of DHHS and will not be returned to the Bidder. DHHS reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

6.12. Proposal Withdrawal

Prior to the Proposal Submission Deadline specified in Subsection 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Coordinator specified in Subsection 6.1.

6.13. Public Disclosure

A Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFP. A Bidder's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

The content of each Bidder's Proposal, and addenda thereto, will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.

Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.



6.14. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit DHHS, Massachusetts EOHHS or Rhode Island EOHHS to award a contract. DHHS and the New England MITA Collaborative reserve the right to reject any and all Proposals at any time and to cancel this RFP and to solicit new Proposals under a new bid process.

6.15. Liability

By submitting a Letter of Intent to submit a Proposal in response to this RFP, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.16. Request for Additional Information or Materials

During the period from the Technical and Cost Proposal Submission Deadline, specified in Subsection 6.2, Procurement Timetable, to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance. Key personnel shall be available for interviews.

6.17. Oral Presentations and Discussions

DHHS reserves the right, but has no obligation, to require some or all Bidders to make oral presentations of their Proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

6.18. Contract Negotiations and Unsuccessful Bidder Notice

If a Bidder(s) is selected, DHHS as the posting Agency will notify the Successful Bidder(s) in writing of their selection and the Collaborative's desire to enter into contract negotiations. Until the participating Agencies successfully complete negotiations with the selected Bidder, all submitted Proposals remain eligible for selection. In the event contract negotiations are unsuccessful with the selected Bidder, the evaluation team may recommend another Bidder.

With New Hampshire as the posting agency and in accordance with New Hampshire Statutes Chapter 21-I:13-a, no information shall be available to the public, the members of the general court or its staff, notwithstanding the provisions of RSA 91-A:4, concerning specific invitations to bid or other Proposals for public bids, from the time the invitation or proposal is made public until the bid is actually awarded, in order to protect the integrity of the public bidding process. This means unsuccessful Bidders shall not be notified until after the Governor and Executive Council have approved the selected bid awards. No information can be provided to non-selected Bidders until after contracts are awarded, at which time non-selected Bidders may submit a written request for more information about the reasons for not being selected and recommendations that may make future Proposals more effective. Such requests are not considered appeals. Once a Bidder has submitted a letter, DHHS will attempt to accommodate such requests within a reasonable time.



6.19. Scope of Intended Award

As the posting Agency, DHHS reserves the right to reject any and all Proposals. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council. Note: the contract award will require three separate contracts – one for each of the three states.

If a contract is awarded, the Bidder must obtain written consent from the Collaborative before any public announcement or news release is issued pertaining to any contract award.

6.20. Protest of Intended Award

Any protests of intended award or otherwise related to the RFP, shall be governed by the appropriate State requirements and procedures and the terms of this RFP. In the event that a legal action is brought challenging the RFP and selection process, and in the event that the State of New Hampshire prevails, the Bidder agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigations. Legal action shall include administrative proceedings.

6.21. Contingency

Aspects of the award may be contingent upon changes to State or federal laws and regulations.

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

- 7.1.1.1. Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder's risk and may, at the discretion of the State, result in disqualification.
- 7.1.1.2. Proposals must conform to all instructions, conditions, and requirements included in the RFP.
- 7.1.1.3. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work and agree to the contract conditions specified throughout the RFP.
- 7.1.1.4. Proposals should be received by the Technical and Cost Proposal Submission Deadline specified in Subsection 6.2, Procurement Timetable, and delivered, under sealed cover, to the Procurement Coordinator specified in Subsection 6.1.
- 7.1.1.5. Fax or email copies will not be accepted.
- 7.1.1.6. Bidders shall submit a Technical Proposal and a Cost Proposal.



7.1.2. Presentation

- 7.1.2.1. Originals of Technical and Cost Proposals in separate three-ring binders.
- 7.1.2.2. Required copies of Technical and Cost Proposals in separate three-ring binders.
- 7.1.2.3. Major sections of the Proposal separated by tabs.
- 7.1.2.4. Standard eight and one-half by eleven inch (8 ½" x 11") white paper.
- 7.1.2.5. Font size of 10 or larger.

7.1.3. Technical Proposal

- 7.1.3.1. Original in a three-D-Ring binder marked as "Original."
- 7.1.3.2. The original Transmittal Letter (described in Subsection 7.2.2.1) must be the first page(s) of the Technical Proposal and marked as "Original."
- 7.1.3.3. Four (4) copies in three-ring binders marked as "Copy."
- 7.1.3.4. Five (5) clearly identified electronic copies of the Technical Proposal each on its own thumb drive (divided into subdirectories that correspond to and are labeled the same as the hard copies). NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.
- 7.1.3.5. Front cover labeled with:
 - a. Name of company / organization;
 - b. RFP-2016-OIS-01-MITA; and
 - c. Technical Proposal.

7.1.4. Cost Proposal

- 7.1.4.1. Original in a three-D-Ring binder marked as "Original."
- 7.1.4.2. A copy of the Transmittal Letter marked as "Copy" as the first page(s) of the Cost Proposal.
- 7.1.4.3. Four (4) copies in three-ring binders marked as "Copy."
- 7.1.4.4. Five (5) clearly identified electronic copies of the Cost Proposal each on its own thumb drive (divided into subdirectories that correspond to and are labeled the same as the hard copies). NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.
- 7.1.4.5. Front cover labeled with:
 - a. Name of company / organization;
 - b. RFP-2016-OIS-01-MITA; and
 - c. Cost Proposal.



- 7.1.4.6. Please see Appendix D for the information required for the cost proposal; covering overall costs for the project by state for two fiscal years (Overall \$), resource listing and hourly cost for two fiscal years (Rate Sheet), and costs on vendor travel per visit by travel expense (Travel Expenses). This procurement is for 3 fixed rate contracts. The Rate Sheet and Travel Expenses are required as information that may be required during the course of the Project or in connection with the Project, e.g., in the event of Change Orders, additional work items or audit by the three states for other potential work during the project.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section:

(Each of these components must be separate from the others and uniquely identified with labeled tabs.)

7.2.2. Technical Proposal Contents – Detail

7.2.2.1. Transmittal Cover Letter

The Transmittal Cover Letter must be:

- a. On the Bidding company's letterhead;
- b. Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the Proposal; and
- c. Contain the following:
 - i. Identify the submitting organization;
 - ii. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
 - iii. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
 - iv. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder's representative for all matters relating to the RFP;
 - v. Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements;
 - vi. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions;
 - vii. Confirm that each state's Exceptions to Terms and Conditions is included in the proposal;
 - viii. Explicitly state that the Bidder's submitted Proposal is valid for a minimum of two hundred forty (240) days from the Proposal Submission Deadline specified in Subsection 6.2;
 - ix. Date Proposal was submitted; and



- x. Signature and title of authorized person.

7.2.2.2. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

7.2.2.3. Executive Summary

The Bidder shall submit an executive summary to:

- a. Provide DHHS with an overview of the Bidder's organization and what is intended to be provided by the Bidder;
- b. Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;
- c. Show the Bidder's overall approach to the project in response to achieving the deliverables as defined in this RFP, including the proposed timing and sequencing of completing the project for the three participating agencies; and
- d. Specifically demonstrate the Bidder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.2.4. Proposal Narrative, Project Approach, and Technical Response.

The Bidder must answer all questions and must include all items requested for the Proposal to be considered. The Bidder must address every section of Section 3 Statement of Work. The Bidder must supply a preliminary project plan and some detail on their project management approach. The approach must describe how their approach would yield efficiencies and reduced costs that would not be present if each State had procured a separate vendor. The preliminary number and type of staff assigned to each state shall be specified over the duration of the project.

Responses must follow in the same sequence as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, Subsection, and paragraph number, as appropriate.

7.2.2.5. Description of Organization

Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP. The description must include prior experience managing and conducting work that is substantially similar to that identified in Section 3, Statement of Work. Provide specific examples of work conducted, including the names of those for whom you have conducted such work.

- a. At a minimum respond to:
 - i. General company overview;
 - ii. Ownership and subsidiaries;
 - iii. Company background and primary lines of business;



- iv. Number of employees;
- v. Headquarters and Satellite Locations;
- vi. Current project commitments; and
- vii. Major government and private sector clients
- b. This section must include information on:
 - i. The programs and activities of the organization;
 - ii. The number of people served; and
 - iii. Programmatic accomplishments.
- c. And also include:
 - i. Reasons why the organization is capable of effectively completing the services outlined in the RFP; and
- d. The Bidder should demonstrate:
 - i. The length, depth, and applicability of all prior experience in providing the requested services;
 - ii. The skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.

7.2.2.6. Bidder's References

The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Bidder. DHHS reserves the right to contact any reference so identified. The information must contain the following information contained in the references form in Appendix D:

- a. Name, address, telephone number, and website of the customer;
- b. A description of the work performed under each contract;
- c. A description of the nature of the relationship between the Bidder and the customer;
- d. Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference; and
- e. Dates of performance.

7.2.2.7. Staffing and Resumes

Each Bidder shall submit an organizational chart and a staffing plan for the program, including the number and type of staff assigned to each state over the duration of the project. The staffing plan shall include the following key personnel: Project Manager, Business Lead, IT/Data Lead, and Training Lead. For key personnel currently on staff with the Bidder, the Bidder shall provide names, title, qualifications, resumes, and references. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.



The Project Manager and Key Personnel that will be assigned to this project must be identified by name and title. The Bidder must describe your plan for how the personnel listed above will successfully share workload across each State. Provide the CV/Resume for each of the individuals listed above. Resumes/CV's may be placed in an Appendix without page limit, although succinct brevity is encouraged.

7.2.2.8. Subcontractor Letters of Commitment (if applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. The State reserves the right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

7.2.2.9. License, Certificates and Permits as Required

This includes a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State, or for Massachusetts and Rhode Island as specified in the state-specific contract terms and conditions document found in the Appendix. Required licenses or permits to provide services as described in Section 3 of this RFP.

7.2.2.10. Affiliations – Conflict of Interest

The Bidder must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.2.11. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

- a. The Bidder may not condition its response to the approval of any exception. Please see the standard terms and conditions contained in Appendix A2, B2, and C2. Please see Appendix B3 for the New Hampshire Exceptions to Terms and Conditions form. Please see Appendix A2 for the Commonwealth Terms and Conditions and Standard Contract Form for Massachusetts and Appendix C2 for the Rhode Island Terms and Conditions.

7.2.3. Cost Proposal Contents – Detail

7.2.3.1. Cost Bid Requirements

Cost may be adjusted for each state based on the final negotiations of the scope of work.

7.2.3.2. Statement of Bidder's Financial Condition



The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

Complete financial statements must include the following:

- a. Opinion of Certified Public Accountant
- b. Balance Sheet
- c. Income Statement
- d. Statement of Cash Flow
- e. Statement of Stockholder's Equity or Fund Balance
- f. Complete Financial Notes
- g. Consolidating and Supplemental Financial Schedules

A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

- a. Uncertified financial statements; and
- b. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

7.2.3.3. Budget Narrative.

The Bidder shall provide background and context describing their cost proposal. The Bidder shall include assumptions made in the development of their response, as assumptions may be rejected. The Bidder must provide a budget narrative and firm fixed price for each deliverable identified. The Bidder shall include total firm fixed price for each state for the engagement.



7.2.3.4. Required Attachments

The required attachments are listed in Section 9 of this document, including state-specific attachments and attachments common to all three states.

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Penalties, Forms

8.1.1. Contract Terms and Conditions

Sample contracts from all three states are included in the Appendix. The Bidder must agree to the Contract requirements as set forth in each state-specific contract.

8.1.2. Liquidated Damages

Each State intends to negotiate with the awarded Vendor to include liquidated damages in the contract in the event any deliverables and milestones are not met. The Bidder must agree to the Contract requirements as set forth in each state-specific contract.



9. ADDITIONAL INFORMATION

Please see the online Document Library for additional information.

9.1. Appendix A – Specific Massachusetts Requirements & Information

9.1.1. Appendix A1 – Massachusetts Overview

9.1.2. Appendix A2(a) – Massachusetts Standard Terms & Conditions

9.1.3. Appendix A2(b) – Massachusetts Standard Contract Form

9.1.4. Appendix A3 – Massachusetts Sample Contract

9.1.5. Appendix A4 – Massachusetts Additional Forms

Note: Massachusetts MITA 2 SS-A is in the online Document Library

9.2. Appendix B – Specific New Hampshire Requirements & Information

9.2.1. Appendix B1 – New Hampshire Overview

9.2.2. Appendix B2 – New Hampshire Contract Standard Language

9.2.3. Appendix B3 – New Hampshire Exceptions to Terms & Conditions

9.3. Appendix C – Specific Rhode Island Requirements & Information

9.3.1. Appendix C1 – Rhode Island Overview

9.3.2. Appendix C2 – Rhode Island General Conditions of Purchase

Note: Rhode Island MITA 2 SS-A is in the online Document Library

9.4. Appendix D – Additional Forms Common to All 3 States

9.4.1. Cost Proposal Form

9.4.2. Bidder Question Submittal Form

APPENDIX A: MASSACHUSETTS FORMS

Appendix A1 – Massachusetts Overview

Appendix A2 – Massachusetts Standard Terms & Conditions

Appendix A3 – Massachusetts Sample Contract

Appendix A4 – Massachusetts Additional Forms

APPENDIX A1 – MASSACHUSETTS OVERVIEW

1.1 Commonwealth of Massachusetts – Overview

The Executive Office of Health and Human Services' (EOHHS), Office of Medicaid (MassHealth) is the single state agency responsible for administering the Commonwealth's Medicaid program and its Children's Health Insurance Program (together, MassHealth) in accordance with Massachusetts General Laws c. 6A, § 16 and c. 118E, Titles XIX and XXI of the Social Security Act, and other applicable federal and state statutes, regulations, waivers, and demonstration projects.

The MassHealth Enterprise maintains a substantial footprint within EOHHS. The entire enterprise includes Medicaid waiver populations as well as activities performed by other EOHHS agencies that provide additional services to those members that are also categorically eligible for Medicaid benefits. These additional agencies include the Department of Mental Health (DMH) and Department of Developmental Services (DDS) who provide both clinical and case management services for MassHealth enrollees, and to a limited extent, the Department of Public Health (DPH), along with agencies that provide referred eligibility for MassHealth, such as the Department of Transitional Assistance (DTA), the Department of Youth Services (DYS), the Executive Office of Elder Affairs (EOEA), and the Department of Children and Families (DCF) as part of the Title XIX and Title XXI populations (collectively, the "sub-agencies"). The sub-agencies will also be included in this assessment as part of the Commonwealth's MassHealth Enterprise. The scope of the State Self-Assessment (SS-A) however, will be limited to those systems in the sub-agencies that specifically feed Medicaid related eligibility and enrollment information into the MMIS systems for payment or that support member management.

MassHealth Overview

- Provides health insurance to one-fifth of Massachusetts residents (~1.5 million individuals) including those served through Medicaid waiver programs and in programs and facilities administered by the Departments of Developmental Services, Mental Health and Public Health which serve people eligible for MassHealth.
- People who rely on MassHealth to help them pay for health care include:
 - More than half of people with disabilities;
 - More than half of children of low-income families, and;
 - Two-thirds of residents of nursing facilities.
- Adults and children with disabilities comprise 20 percent of MassHealth members.
- Over one-third of all births are covered by MassHealth.
- Sixty percent of MassHealth enrolled members have managed care.

MassHealth offers eligibility to a broader segment of the Massachusetts population than many other states' Medicaid programs. *Source: MassHealth: The Basics, Center for Health Law and Economics, UMass Medical School, April 2014*

Massachusetts is seeking a vendor to assist with conducting assessments of the state's Medicaid business processes, including key technologies (*i.e.*, the State's Medicaid Management Information System (MMIS) along with a number of other smaller systems that are ancillary to MMIS.) In addition, the contractor will work with other stakeholders to assess the interfaces between current MassHealth

technologies and others systems that are in use to support MassHealth. The vendor must collaborate with MassHealth contractors, other State agencies and potentially Managed Care Entities, to produce an overall concept of operations for Massachusetts Medicaid Enterprise system.

1.2 Commonwealth's MITA History

Since 2007, Massachusetts has been actively engaged in identifying, defining, and developing the Commonwealth's Business, Infrastructure, and Technical Architecture, specifically as it relates to MassHealth and the Commonwealth's Medicaid Enterprise, including agencies currently supporting the Medicaid Title XIX (and Title XXI) populations.

In calendar year 2011 (concluding in February 2012), the Commonwealth completed a partial SS-A , using the MITA 2.0 framework which covered the business and technology processes for the MassHealth population performed by the Department of Developmental Services (DDS), the Department of Mental Health (DMH), and the Department of Public Health (DPH).

Planning for the State Self-Assessment

With the published update to the MITA Framework from version 2.0 to version 3.0, the Commonwealth undertook an exercise to determine the scope of work for a comprehensive SS-A as it relates to the Medicaid Enterprise. Accordingly, Massachusetts conducted a series of planning meetings with key stakeholders in May and June 2015 to:

- Map MITA defined business processes to MassHealth Operations to identify any gaps or any processes not included in the CMS MITA Business Process Model.
- Identify technology solutions used by MassHealth, EOHHS partner agencies and stakeholders that support MassHealth recipients.
- Map MITA 3.0 business processes to DMH, DDS and DPH operations and identify any new technology solutions that support MassHealth recipients.
- Identify key business owners - MassHealth employees, contractors, and others – who will need to participate in the SS-A process.
- Define project governance for the SS-A effort going forward

1.3 Massachusetts MITA Requirements

This review must focus on Massachusetts' Medicaid business processes and their degree of alignment with the MITA 3.0 business model (10 business areas and 80 business processes). As a result of planning work undertaken during the spring of 2015, Massachusetts confirmed that all 80 of the MITA business processes included in the 3.0 framework are performed by MassHealth and/or its partner EOHHS agencies.

The MITA 3.0 SS-A Project described in this APD will cover the full MassHealth Enterprise, including a gap analysis between the findings of the earlier MITA 2.0 assessment and the current state of the business, technology, and administrative architecture of DMH, DDS and DPH, limited to the services provided by those agencies to the MassHealth population. In addition, the SS-A will include processes, functions and technologies used by additional EOHHS sub-agencies – DTA, DYS, EOEa and DCF – that perform referred eligibility determinations on behalf of MassHealth



To support the assessment of the eighty MITA business processes and supporting technologies the selected Vendor will need to meet with a wide range of individuals who support the Medicaid enterprise including:

- MassHealth staff
- EOHHS Information Technology and Legal Staff
- Eligibility and Enrollment Center/Call Center Staff
- Staff who support MassHealth Waiver programs at the Office of Medicaid and beyond
- Office of Clinical Affairs and Benefit Coordination Office Staff (operated by the University of Massachusetts Medical School)
- Referring Agency Staff (DCF, DYS, EOE, DTA)
- DMH, DDS, DPH staff involved in programs that serve MassHealth Members
- Executive Leadership (for Concept of Operations and MITA Roadmap development)

The Commonwealth's best estimate of the number of people who may need to participate in one or more MITA meetings is 120 – 160 individuals.

Regarding Information and Technical Architecture, planning meeting discussions yielded the following estimates of supporting technologies that should be included in the SS-A:

Core MassHealth systems and supporting systems (estimated at 20 – 30)

Core MassHealth Systems

- APS – Appeals Processing System
- CANS – Child and Adolescent Needs and Strengths (supports the Children's Behavioral Health Initiative)
- Cisco Call Center (for Enrollment center staff)
- Data Warehouse – Contains Medicaid enrollment, demographic, claims, encounter, payment and service delivery information
- Electronic document management system
- FDAMS – Final Deadline Appeal Management System (system of record for administrative appeals)
- HIX – Health Insurance Exchange Eligibility System
- MMIS – Medicaid Management Information System
- MA21 – Medicaid Eligibility System
- MFPIS – Money Follows the Person Information System
- My Account Page (information about health assistance benefits)
- NetReveal – Fraud Detection Software (integrated with MMIS for predictive analytics)
- POPS – Pharmacy Online Processing System

Supporting Systems that communicate or interface with MassHealth systems in support of Member Eligibility, Member Enrollment, Plan Management and Operations Management business processes:

- CARTS – Compliance and Resolution Tracking System (for grievances)

- DentaQuest – Manages MassHealth’s dental program
- DES – Disability Evaluation Services (for disability determination system)
- HP Pay – Provider Application Payments System
- Massachusetts Commission for the Blind (MCB) Registry
- MassServe – Contact Management/Call Center System
- IVR – Interactive Voice Response System
- PIER – Premium Identification and Evaluation for Reimbursement
- SIP – State Intercept Program
- SOHEMA – Social and Health Management software (for estate & casualty recovery)

Additional agencies include the Department of Mental Health (DMH) and Department of Developmental Services (DDS) who provide both clinical and case management services for MassHealth enrollees, and to a limited extent, the Department of Public Health (DPH), along with agencies that provide referred eligibility for MassHealth, such as the Department of Transitional Assistance (DTA), the Department of Youth Services (DYS), the Executive Office of Elder Affairs (EOEA), and the Department of Children and Families (DCF) as part of the Title XIX and Title XXI populations (collectively, the “sub-agencies”).

The sub-agencies will also be included in this assessment as part of the Commonwealth’s MassHealth Enterprise. The scope of the State Self-Assessment (SS-A) however, will be limited to those systems in the sub-agencies that specifically feed Medicaid related eligibility and enrollment information into the MMIS systems for payment or that support member management.

Referring Agency systems (estimated at 5-10) including:

- Family Net – Statewide Automated Child Welfare Information System (DCF)
- Beacon - Benefit Eligibility And Control On-line Network (DTA)
- JJEMS – Juvenile Justice Enterprise Management System (DYS)
- SIMS – Senior Information Management System (EOEA)

DMH, DDS, DPH systems (estimated at 5-10) including:

- ICMS – Integrated Contract Management System (DDS)
- IPS – Investigations Processing System (DDS)
- Meditech – Health Management System (DDS and DPH)
- Meta – Enterprise Pharmacy System (DPH)
- MHIS – Mental Health Information System (DMH)
- HCSIS – Home and Community Services Information System (DDS)
- Quest/ Care360 – Electronic Health Record System (DMH)

This SS-A will examine the Business Architecture, Information Architecture, Technical Architecture, and Seven Standards and Conditions presented in the MITA Framework. It will identify the current “As-Is” capabilities of the MassHealth program and associated entities, assesses the future “To-Be” level of capability, and provide a roadmap for achieving future maturity levels.



Appendix A-2(a) COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure

any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

COMMONWEALTH TERMS AND CONDITIONS

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The

Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent

permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name: _____

Title: _____

Date: _____

(Check One): _____ Organization _____ Individual

Full Legal Organization or Individual Name: _____

Doing Business As: Name (If Different): _____

Tax Identification Number: _____

Address: _____

Telephone: _____ FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code:	
Legal Address: (W-9, W-4, T&C):		Business Mailing Address:	
Contract Manager:		Billing Address (if different):	
E-Mail:		Contract Manager:	
Phone:	Fax:	E-Mail:	
Contractor Vendor Code:		Phone:	Fax:
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
_____ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		_____ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A): __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: __ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . __ 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . __ 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of ____, 20 ____, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget:** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

**COMMONWEALTH TERMS AND CONDITIONS**

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, s. 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, §.9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, §.9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under ["Anticipated Contract Start Date"](#). Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under ["Anticipated Start Date"](#). **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor

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records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26](#), [§ 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#); [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the

Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#) the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other

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damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. [Prohibiting the Use of Undocumented Workers on State Contracts.](#) For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. [Anti-Boycott.](#) The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. [Hiring of State Employees By State Contractors](#) Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the

Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. [Disclosure of Family Relationships With Other State Employees.](#) Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. [Regarding the Security and Confidentiality of Personal Information.](#) For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

**STATEMENT OF WORK
BETWEEN
THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF HUMAN SERVICES
AND
[NAME OF VENDOR]
FOR CONSULTING SERVICES FOR
MITA 3.0 MASSACHUSETTS STATE SELF-ASSESSMENT AND RELATED ACTIVITIES**

1. INTRODUCTION

The following document will serve as a Statement of Work (“SOW”) between the Commonwealth of Massachusetts Executive Office of Health and Human Services (“EOHHS”) and [Vendor Name] (“Vendor”) to apply to consulting services for MITA 3.0 State Self-Assessment and Related Activities for New Hampshire, Massachusetts and Rhode Island (“Project”). The entire agreement between the parties (the “Agreement”) consists of the following documents in the following order of precedence: (1) the Commonwealth Terms and Conditions; (2) the Commonwealth’s Standard Form Contract; (3) Request for Proposals for Consulting Services issued by the State of New Hampshire (“RFR”); (4) this SOW and (5) Vendor’s response to the RFR as modified by any negotiations and agreement between the parties.

2. DEFINITIONS

The terms used in this SOW, unless defined in this SOW or in an amendment made hereto, shall have the meaning ascribed to them in the other documents that constitute the Agreement between the parties.

“Change Order” means an amendment to this SOW that modifies the schedule or the work to be completed by Vendor, including changes to the fixed price or performance of hourly rate services under the terms of the Agreement.

“Milestone Payment” means a defined payment amount associated with the completion of a particular Deliverable or set of Deliverables.

“Task” means a material activity engaged in by Vendor for the purpose of fulfilling its obligations to EOHHS under the terms of the Agreement, which may or may not result in the creation of a Deliverable.

“Task Order” means an amendment to this SOW that specifies Tasks, Deliverables, or hourly rate services to be completed by Vendor under the terms of the Agreement.

3. OVERVIEW, EFFECTIVE DATE AND TERM

The RFR is a collaborative effort of the New Hampshire Department of Health and Human Services, the Massachusetts Executive Office of Health and Human Services Office of Medicaid (“EOHHS”)

and the Rhode Island Executive Office of Health and Human Services. This SOW is a separate and distinct contract between EOHHS and Vendor under which the selected bidder will conduct a Medicaid Information Technology Architecture (“MITA”) State Self-Assessment (“SS-A”) using Framework 3.0 and a five-year Strategic Plan for improving MITA maturity levels across the Commonwealth’s Medicaid Enterprise.

The Agreement’s term (the “Term”) begins on the date on that it is executed by both parties (the “Effective Date”) and shall terminate at 5:00 p.m. on June 30, 2017 (“Termination Date”). The SOW may be extended in the discretion of EOHHS, in any time increment, for an additional year. Notwithstanding the foregoing, the provisions of the Agreement which by their nature would continue beyond any termination or expiration of the Agreement, which shall include Section 5 on System Security, and Section 9 on Title and Intellectual Property Rights, shall survive the expiration or any termination of this SOW to the extent necessary to permit their complete fulfillment or discharge.

4. POINTS OF CONTACT

4.1 Single Point of Contact

Vendor and EOHHS will each assign a single point of contact with respect to this SOW. It is anticipated that the contact person will not change during the Term of the Agreement. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the case of Vendor’s contact person, should a change occur because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required. Vendor’s contact person is _____, Tel: _____, email: _____.

EOHHS’s contact is _____, [title] who can be reached at 100 Hancock Street, Quincy, Massachusetts, 02171, Tel: _____, email: _____@state.ma.us.

4.2. Subcontractors

Vendor shall take full responsibility for project management. Vendor shall submit all subcontracts related to work to be performed hereunder for approval by EOHHS within two weeks of the Execution Date of this SOW and within two weeks for any Task or Change Order issued hereunder which entails work by Vendor subcontractors. Vendor shall ensure that its subcontractor(s) that perform work efforts under this SOW shall comply with all terms of the Agreement.

Vendor will act as prime contractor for any Vendor’s subcontractor (s) and be responsible for the performance of subcontractor. Vendor must submit for approval, be responsible for, and pass on all applicable obligations, covenants, and warranties, etc. to subcontractor.

5. SYSTEM SECURITY

As part of its work efforts under this SOW, Vendor will be required to use Commonwealth data and IT resources. For purposes of this work effort, “Commonwealth Data” shall mean data

provided by the EOHHS to Vendor, which may physically reside at a Commonwealth or EOHHS or Vendor location.

5.1 Commonwealth Data

In connection with Commonwealth Data, Vendor will implement commercially reasonable safeguards necessary to:

- 5.1.1 Prevent unauthorized access to Commonwealth Data from any public or private network;
- 5.1.2 Prevent unauthorized physical access to any information technology resources involved in the development effort; and
- 5.1.3 Prevent interception and manipulation of Commonwealth Data during transmission to and from any servers.

5.2 Commonwealth Personal Data

In addition to the above requirements for Commonwealth Data, Vendor may be required to use the following Commonwealth personal data under M.G.L. c. 66A and/or personal information under M.G.L. c. 93H, or to work on or with information technology systems that contain such data as personally identifiable information and personal health information as those terms are defined in 42 CFR Parts 160 and 164 in order to fulfill part of its specified tasks. For purposes of this work effort, electronic personal data and personal information includes data provided by the EOHHS to Vendor which may physically reside at a location owned and/or controlled by the Commonwealth or EOHHS or Vendor. In connection with electronic personal data and personal information, Vendor shall implement the maximum feasible safeguards reasonably needed to:

- 5.2.1 Ensure the security, confidentiality and integrity of electronic personal data and personal information;
- 5.2.2 Prevent unauthorized access to electronic personal data or personal information or any other Commonwealth Data from any public or private network;
- 5.2.3 Notify EOHHS immediately if any breach of such system or of the security, confidentiality, or integrity of electronic personal data or personal information occurs.

Vendor also agrees that it is bound by the terms and conditions of the Business Associate Addendum attached hereto as Exhibit 2.

5.3 Business Associate Agreement

Vendor agrees that it is bound by the terms and conditions of the Business Associate Addendum attached hereto as Exhibit B.

6. PROJECT MANAGEMENT

Each party must notify the other if its Project Manager has any change in their name, address, phone number, fax number, or email address.

6.1 EOHHS Project Manager

_____, EOHHS MITA 3.0 SS-A Project Manager (“EOHHS’s Project Manager”) shall perform project management on behalf of EOHHS for this engagement. EOHHS’s Project Manager will:

- 6.1.1 Work closely with Vendor’s Project Manager to ensure successful completion of the project.
- 6.1.2 Consult with Vendor’s Project Manager to develop the Project Management Plan.
- 6.1.3 Review weekly status reports and schedule weekly meetings with Vendor, as necessary.
- 6.1.4 Coordinate participation with third parties, including the NH DHHS and RI EOHHS, as required during the engagement.
- 6.1.5 Acquire EOHHS project team members as needed.
- 6.1.6 Develop and maintain the Project Management Plan.

EOHHS’s Project Manager reports to David Whitham, ACIO for Health and Eligibility. Marylou Sudders, Secretary of EOHHS will sign this SOW and all amendments hereto on behalf of EOHHS.

6.2 Vendor Project Manager

_____ (“Vendor’s Project Manager”) shall perform project management on behalf of Vendor for this engagement. Vendor’s Project Manager will:

- 6.2.1 Be responsible for administering the Agreement and the managing of the day-to-day operations under the Agreement.
- 6.2.2 Serve as an interface between the EOHHS Project Manager and all Vendor personnel participating in this engagement.
- 6.2.3 Facilitate regular communication with the EOHHS Project Manager, including weekly status reports/updates, and review the project performance against the project plan. Facilitate weekly project status meetings for the duration of the engagement.
- 6.2.4 Update the project plan on a weekly basis and distribute at weekly meetings for the duration of the engagement.
- 6.2.5 Sign acceptance forms to acknowledge their receipt from EOHHS.
- 6.2.6 Be responsible for the management and deployment of Vendor personnel.

_____, Vendor's Project Manager reports to _____.

_____ being an authorized signatory, will sign this SOW and all amendments thereto on behalf of Vendor.

6.3 Issue Resolution

The EOHHS Project Manager and Vendor Project Manager bear the primary responsibility for ensuring issue resolution. If they mutually agree that they are unable to resolve an issue, they are responsible for escalating the issue to _____, and _____.

7. AMENDMENTS TO THE SCOPE OF WORK

The Agreement may be amended prior to the end of the Term. The Project Manager who would like to request a change in scope for this engagement or any other terms contained within the Agreement, will provide the suggested amendment in writing to the other party's Project Manager. The Project Managers will jointly determine whether the change impacts any terms contained within the Agreement. The parties may mutually agree to the change through a written amendment to this SOW.

7.1 Changes in Scope/Additional Responsibilities

EOHHS shall have the option, at its sole discretion, to modify, increase, reduce or terminate any activity related to any contract that may result from this RFQ whenever, in the judgment of EOHHS, the goals of the project have been modified or altered in a way that necessitates such changes.

EOHHS may determine that additional work products or new initiatives are necessary to accomplish the objectives of this RFQ or that certain items are not required or must be substantially modified. The Vendor and EOHHS may negotiate change orders ("Change Orders") to the statement of work that are in the best interests of the Commonwealth. If additional funds become available, EOHHS reserves the right to increase the maximum obligation under this RFQ subject to available funding, satisfactory contract performance, and service needs.

EOHHS will provide prior written notice of any necessary or desired changes to the scope of work, the schedule or additional work products or new initiatives to the Vendor, and the parties will negotiate the effect of such changes in scope on the schedule and payment terms. No compensation shall be owed, nor credits given, until the parties reach agreement on the modified Change Order or SOW amendment. Such Change Order or SOW amendment, when approved, shall detail the changes, the cost impact (if any) and the schedule impact (if any).

8. PERSONNEL

8.1 Named Resources

Vendor agrees to provide the following personnel for the duration of the Agreement:

TABLE 1
NAMED RESOURCES

Staff Members	Role	Hourly Rate

Vendor shall assign all of the foregoing personnel to this engagement as set forth in Table 1. In the event that a change is necessary, Vendor's Project Manager will provide prompt written notice to EOHHS Project Manager of the proposed change. If the personnel change is a result of a non-emergency, the Vendor Project Manager shall provide the EOHHS Project Manager two-week written notice. For personnel changes that result from an emergency, Vendor's Project Manager shall provide prompt written notice to EOHHS Project Manager. EOHHS Project Manager has the right to accept or reject all personnel. Vendor's personnel must comply with the Information Technology Division's relevant Policies, Standards and Guidance, which may be located at www.mass.gov/itd and EOHHS's workplace policies.

8.2 Equipment, Work Space, Office Supplies

EOHHS will provide workspace for Vendor team members working on-site for activities defined by this SOW or in the relevant Task or Change Order. Vendor will submit a list of employees who will need access to the building and to state systems before execution of this SOW. Any Vendor employees who have access to IT resources must comply with the "Acceptable Use Policy" (see www.mass.gov/itd) or any alternative Acceptable Use Policy adopted by the EOHHS.

8.3 Intellectual Property and Work Effort Agreement for Vendor's Employees, Contractors and Consultants and Agents

Vendor shall ensure that each of Vendor personnel providing services under this SOW, regardless of whether the individual is an employee, contractor, or agent of Vendor, shall, prior to rendering any services under this SOW, sign the “Intellectual Property and Work Effort Agreement for Vendor’s Employees, Contractors, Consultants, and Agents” (the “IPAW Agreement”) which is attached hereto as Exhibit 1. If Vendor’s personnel who will be rendering services under this SOW have already executed an agreement that, in the opinion of EOHHS’s counsel, provides legal protection to the Commonwealth as strong as that provided by the IPAW Agreement, Vendor may substitute such agreement in place of the IPAW Agreement for such personnel. Vendor shall return the signed copies of the IPAW Agreement, or the EOHHS Project Manager’s pre-approved substitute agreement, to EOHHS’s Project Manager prior to the rendering of any services under this SOW.

9. TITLE AND INTELLECTUAL PROPERTY RIGHTS

9.1 Definition of Property

The term Property as used herein includes the following forms of property: (1) confidential, proprietary, and trade secret information; (2) trademarks, trade names, discoveries, inventions processes, methods and improvements, whether or not patentable or subject to copyright protection and whether or not reduced to tangible form or reduced to practice; and (3) works of authorship, wherein such forms of property are required by Vendor to perform work under or as a result of the Agreement that may consist of computer programs (in object and source code form), scripts, data, documentation, the audio, visual and audiovisual content related to the layout and graphic presentation of work performed under or as a result of the Agreement, text, photographs, video, pictures, animation, sound recordings, training materials, images, techniques, methods, algorithms, program images, text visible on the Internet, HTML code and images, illustrations, graphics, pages, storyboards, writings, drawings, sketches, models, samples, data, other technical or business information, reports, and other works of authorship fixed in any tangible medium.

9.2 Source of Property

Work performed by Vendor subject to the Agreement will involve intellectual property derived from four different sources: (1) a third party; (2) that developed by Vendor for the open market (e.g., Vendor’s commercial off the shelf software); (3) that developed by Vendor for other individual clients, or for internal purposes prior to the Effective Date of this Statement of Work and not delivered to any other client of Vendor’s; and (4) developed by Vendor specifically for the purposes of fulfilling its obligations to EOHHS under the terms of the Agreement. Ownership of the first and second categories of intellectual property is addressed in separate agreements between EOHHS and the contractors and resellers of work product. This Section of 11 the Statement of Work addresses exclusively ownership rights in the third and fourth categories of intellectual property.

9.3 Vendor Property and License

Vendor will retain all right, title and interest in and to all Property developed by it, i) for clients other than the Commonwealth, and ii) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by Vendor in connection with such work (hereinafter the “Vendor Property”). EOHHS acknowledges that its possession, installation or use of Vendor Property will not transfer to it any title to such property.

EOHHS acknowledges that Vendor Property contains or constitutes proprietary trade secrets of Vendor. EOHHS acknowledges that Vendor Property is being disclosed to EOHHS to be used only as expressly permitted under the terms herein. EOHHS will take no affirmative steps to disclose such information to third parties, and, if required to do so under the Commonwealth’s Public Records Law, M.G.L. c. 66 § 10, or by legal process, will promptly notify Vendor of the imminent disclosure so that Vendor can take steps to defend itself against such disclosure.

Except as expressly authorized in herein, EOHHS will not copy, modify, distribute or transfer by any means, display, sublicense, rent, reverse engineer, decompile or disassemble Vendor Property.

Vendor grants to EOHHS, a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit, copy, sublicense to any EOHHS subcontractor for purposes of creating, implementing, maintaining or enhancing any work performed by Vendor pursuant to the Agreement, and create derivative works based upon Vendor Property, in any media now known or hereafter known, to the extent the same are embodied in the work performed by Vendor pursuant to this SOW, or otherwise required to exploit the work performed by Vendor pursuant to the Agreement. During the Term of the Agreement and immediately upon any expiration or termination thereof for any reason, Vendor will provide to EOHHS the most current copies of any Vendor Property to which EOHHS has rights pursuant to the foregoing, including any related documentation.

Notwithstanding anything contained herein to the contrary, and notwithstanding EOHHS’s use of Vendor Property under the license created herein, Vendor shall have all the rights and incidents of ownership with respect to Vendor Property, including the right to use such property for any purpose whatsoever and to grant licenses in the same to third parties. Vendor shall not encumber or otherwise transfer any rights that would preclude a free and clear license grant to the Commonwealth.

9.4 Commonwealth Property and License

In conformance with the Commonwealth’s Standard Terms and Conditions, all work performed by Vendor pursuant to the Agreement whether made by Vendor, subcontractor or both are the property of EOHHS, except for the Vendor Property embodied in the

work performed by Vendor pursuant to the Agreement. Vendor irrevocably and unconditionally sells, transfers and assigns to EOHHS or its designee(s), the entire right, title, and interest in and to all intellectual property rights that it may now or hereafter possess in said work performed by Vendor pursuant to the Agreement, except for the Vendor Property embodied in the work performed by Vendor pursuant to the Agreement, and all derivative works thereof. This sale, transfer and assignment shall be effective immediately upon creation of the work performed by Vendor pursuant to the Agreement and shall include all copyright, patent, trade secret, trademark and other intellectual property rights created by Vendor or Vendor's subcontractor in connection with such work (hereinafter the "Commonwealth Property").

All copyrightable material contained within the work performed by Vendor pursuant to the Agreement and created under the Agreement are works made for hire. Vendor bears the burden to prove that a work within the work performed by Vendor pursuant to the Agreement was not created under the Agreement. If work is determined to not be made for hire or that designation is not sufficient to secure rights, to the fullest extent allowable and for the full term of protection otherwise accorded to Vendor under such law, Vendor shall and hereby irrevocably does, assign and transfer to EOHHS free from all liens and other encumbrances or restrictions, all right, title and interest Vendor may have or come to have in and to the work performed by Vendor pursuant to the Agreement. Vendor **HEREBY WAIVES IN FAVOR OF EOHHS (AND SHALL CAUSE ITS PERSONNEL TO WAIVE IN FAVOR OF CLIENT IN WRITING SIGNED BY SUCH PERSONNEL) ANY AND ALL ARTIST'S OR MORAL RIGHTS (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF INTEGRITY AND ATTRIBUTION) IT MAY HAVE PURSUANT TO ANY STATE OR FEDERAL LAWS OF THE UNITED STATES IN RESPECT TO ANY DELIVERABLE AND ALL SIMILAR RIGHTS UNDER THE LAWS OF ALL OTHER APPLICABLE JURISDICTIONS.**

Vendor agrees to execute all documents and take all actions that may be reasonably requested by EOHHS to evidence the transfer of ownership of or license to intellectual property rights described in this Section 9, including providing any code used exclusively in work performed by Vendor pursuant to the Agreement for EOHHS and the documentation for such code. Vendor acknowledges that there are currently and that there may be future rights that the Commonwealth may otherwise become entitled to with respect to Commonwealth Property that does not yet exist, as well as new uses, media, means and forms of exploitation, current or future technology yet to be developed, and that Vendor specifically intends the foregoing ownership or rights by the Commonwealth to include all such now known or unknown uses, media and forms of exploitation.

The Commonwealth retains all right, title and interest in and to all derivative works of Commonwealth Property.

EOHHS hereby grants to Vendor a nonexclusive, revocable license to use, copy, modify and prepare derivative works of Commonwealth Property only during the Term and only for the purpose of performing work pursuant to the Agreement for the EOHHS under this Agreement.

10. WARRANTY

Vendor represents and warrants to EOHHS that:

10.1 Vendor and its subcontractors are sufficiently staffed and equipped to fulfill Vendor's obligations under this Agreement;

10.2 Vendor's services will be performed:

- a. By appropriately qualified and trained personnel;
- b. With due care and diligence and to a high standard of quality as is customary in the industry;
- c. In compliance with the Milestone Schedule and the terms and conditions of the Agreement; and
- d. In accordance with all applicable professional standards for the field of expertise;

10.3 Deliverables delivered under the Agreement will substantially conform with the Tasks and Deliverable descriptions set forth in the Agreement.

11. VENDOR TASKS AND DELIVERABLES

This Section describes the Deliverables that Vendor will provide to EOHHS and the Tasks that Vendor will complete by the end of the engagement described in this SOW. A Task or Deliverable will be considered "complete" when all the acceptance criteria set forth in this SOW have been met or the prescribed review period for each Deliverable or Task has expired without written response from EOHHS. The Task/Deliverable numbers are referred to in subsequent sections throughout this SOW.

All written documents shall be delivered in machine-readable format, capable of being completely and accurately reproduced by computer software on a laser printer. All itemized and/or annotated lists shall be delivered in computer spreadsheets, capable of being imported to Microsoft Excel 2000 or other alternative desktop software used and agreed to by EOHHS. All meetings shall be held at the project's offices in Boston, MA unless agreed to otherwise by the Project Managers. Meetings must be scheduled at least three full business days in advance, with reasonable accommodation of attendees' schedules. All meeting results will be described in a follow-up report generated by Vendor Project Manager and approved by the EOHHS Project Manager.

As of the Effective Date, Vendor will implement the requirements set forth in [location of description of requirements]

11.1 Fixed Price Tasks and Deliverables:

For the Fixed Price Tasks and Deliverables of this Agreement, Vendor shall perform Tasks or deliver Deliverables in conformance with the Description and Metrics of Acceptance on or before Milestone Dates set forth in Table 2 below.

TABLE 2**[Complete per RFR and Vendor's Response]**

Deliverable or Task Number	Deliverable or Task Name	Description and Metrics of Acceptance	Milestone Schedule (Due Date)
1.1			
2.1			

11.2 Time and Materials Personnel

If and as requested by EOHHS, additional Deliverables or Tasks are agreed upon, Vendor agrees to provide the named resources, on a Time and Materials basis and as described in any relevant Task or Change Order entered into hereunder.

11.3 Payment Terms

All payments under this Agreement shall be made in accordance with the Commonwealth's bill paying policy.

11.3.1 Fixed Price Payments for Tasks and Deliverables

A Deliverable or Task will be considered “completed” when EOHHS has determined that the acceptance criteria for that specific Deliverable or Task has been met as specified in Table 3 of this SOW or the relevant Task or Change Order, and elsewhere in this Agreement. Vendor agrees to invoice the Commonwealth for the Deliverables or work completed per the requirements set forth in this SOW and the relevant Task or Change Order. EOHHS will make payments to Vendor only after receiving an accurate invoice for Tasks and Deliverables completed and accepted pursuant to Section 6 of this SOW. Payments for specific Tasks and Deliverables shall be made in accordance with Table 3 below.

TABLE 3
Fixed Price Deliverables and Tasks

[Complete per RFR and Vendor’s Response]

Deliverable or Task Number	Deliverable or Task Name	Milestone Payment
1.1		
2.1		

Total Cost Breakdown:

FY 2017: \$

FY 2018: \$

11.3.2 Time and Materials Payments

For the Time and Materials Services provided in any Task or Change Order entered hereunder, Vendor shall complete the work described in the relevant Task or Change Order and as scheduled through weekly planning meetings. Vendor will submit weekly reports to the EOHHS Project Manager detailing the hours actually worked by the named resource performing Time and Materials work and described herein or in the relevant Task or Change Order. The weekly reporting must show actual resource hours worked against assigned tasks. Vendor will also report weekly to the EOHHS Project Manager its expected work effort the forthcoming week, showing the named resource's expected level of effort. The named resource will be authorized for work without the prior review and authorization by the EOHHS Project Manager.

Vendor shall provide a bi-weekly invoice to EOHHS Project Manager for the actual hours worked per week of the named resource identified in Table 1. No invoice will exceed 37.5 hours per week per resource, and the total payments under this SOW or the relevant Task or Change Order will not exceed the authorized hours or the total authorized amount as identified in the relevant Task or Change Order. The EOHHS Project Manager will review and approve these invoices based on satisfactory work performance by the named resource. The EOHHS Project Manager may terminate use of the named resource by providing ten (10) days written notice to Vendor Project Manager. If termination is "For Cause", or for a violation of a term of this Agreement, EOHHS may terminate use of the named resource effective immediately by providing written notice to Vendor Project Manager.

12. PAYMENT

All payments under the Agreement shall be made in accordance with the Commonwealth's bill paying policy.

Vendor will submit weekly reports to the EOHHS Project Manager detailing the hours actually worked by the resources identified in Table 1. The weekly reporting must show actual resource hours worked against assigned tasks. Vendor will also report weekly to the EOHHS Project Manager its expected work effort the forthcoming week, showing the named resource's expected level of effort. A named resource will not be authorized for work without the prior review and authorization by the EOHHS Project Manager. EOHHS will review for approval Vendor's travel/per diem expense policy or practices.

Vendor shall provide a bi-weekly invoice to EOHHS Project Manager for the actual hours worked per week of the resources identified in Table 1. No invoice will exceed 37.5 hours per week per resource. The EOHHS Project Manager will review and approve these invoices based on satisfactory work performance by the named resource. The EOHHS Project Manager may terminate use of any of the resources identified in Table 1 by providing ten (10) days written notice to Vendor's Project Manager. If termination is "For Cause," or for a violation of a term of the Agreement, EOHHS may terminate use of any of the resources identified in Table 1 effective immediately by providing written notice to Vendor Project Manager.

The undersigned hereby represent that they are duly authorized to execute this SOW on behalf of their respective organizations.

Commonwealth of Massachusetts
Executive Office of Health and Human
Services

Vendor Name

Marylou Sudders, Secretary

[Signer name and title]

Date

Date

Exhibit 1

Intellectual Property and Work Effort Agreement for Vendor's Employees, Consultants, and Agents

Confidentiality, Assignment of Inventions and Representation of Non- Infringement Agreement; Other Representations

The undersigned hereby acknowledges that he or she is an employee or consultant to of the following vendor of the Commonwealth of Massachusetts:

Name of Vendor: _____ (“Vendor”)

and desires to be assigned by the Vendor to perform services for the Commonwealth, and that the Vendor desires to assign you to perform services on one or more projects for the Commonwealth, but only under the condition that you sign the Agreement and agree to be bound by all of its terms and conditions.

NOW THEREFORE, in consideration of your assignment to work for the Commonwealth, the access you have to the confidential information of the Commonwealth, and for other good and valuable consideration, the Vendor and you agree as follows:

1. Confidentiality of the Commonwealth's Materials. You agree that both during your assignment at the Commonwealth and thereafter you will not use for your own benefit, divulge or disclose to anyone except to persons within the Commonwealth whose positions require them to know it, any information not already lawfully available to the public concerning the Commonwealth (“Confidential Information”), including but not limited to information regarding any web site of the Commonwealth, any e-commerce products or services, any web development strategy, any financial information or any information regarding users of or vendors to the Commonwealth's web sites. Confidential Information also includes, without limitation, any technical data, design, pattern, formula, computer program, source code, object code, algorithm, subroutine, manual, product specification, or plan for a new, revised or existing product or web site; any business, marketing, financial or sales information; and the present or future plans of the Commonwealth with respect to the development of its web sites and web services.
2. All Developments the Property of the Commonwealth. All confidential, proprietary or other trade secret information and all other works of authorship, trademarks, trade names, discoveries, invention, processes, methods and improvements, conceived, developed, or otherwise made by you, alone or with others, and in any way relating to the Commonwealth or any of its web development projects, whether or not patentable or subject to copyright protection and whether or not reduced to tangible form or reduced to practice during the period of your assignment with the Commonwealth (“Developments”) shall be the sole property of the Vendor's customer, the Commonwealth. All copyrightable material contained within a Development during the period of your assignment with the Commonwealth are works made for hire. You bear the burden to

prove that a work was not made during the period of your assignment with the Commonwealth. If a work is determined to not be made for hire or that designation is not sufficient to secure rights, to the fullest extent allowable and for the full term of protection otherwise accorded to you under such law, you shall and hereby irrevocably does, assign and transfer to the Commonwealth free from all liens and other encumbrances or restrictions, all right, title and interest you may have or come to have in and to such Development. YOU HEREBY WAIVE IN FAVOR OF THE COMMONWEALTH ANY AND ALL ARTIST'S OR MORAL RIGHTS (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF INTEGRITY AND ATTRIBUTION) YOU MAY HAVE PURSUANT TO ANY STATE OR FEDERAL LAWS OF THE UNITED STATES IN RESPECT TO ANY DELIVERABLE AND ALL SIMILAR RIGHTS UNDER THE LAWS OF ALL OTHER APPLICABLE JURISDICTIONS. You agree to disclose all Developments promptly, fully and in writing to the Commonwealth promptly after development of the same, and at any time upon request. You agree to, and hereby do assign to the Commonwealth all your right, title and interest throughout the world in and to all Developments without any obligation on the part of the Commonwealth to pay royalties or any other consideration to you in respect of such Developments. You agree to assist the Vendor's customer the Commonwealth, (without charge, but at no cost to you) to obtain and maintain for itself such rights.

3. Return of the Commonwealth's Materials. At the time of the termination of your assignment with the Commonwealth, you agree to return to the Commonwealth all Commonwealth materials, documents and property, in your possession or control, including without limitation, all materials relating to work done while assigned by the Vendor to projects for Commonwealth or relating to the processes and materials of the Commonwealth. You also agree to return to the Commonwealth all materials concerning past, present and future or potential products and/or services of the Commonwealth. You also agree to return to the Commonwealth all materials provided by persons doing business with the Commonwealth and all teaching materials provided by the Commonwealth.
4. Representation of Non-Infringement. You hereby represent and warrant that, to your best knowledge, no software, no web content and no other intellectual property that you develop during your assignment to and deliver to the Commonwealth, and no Developments made by you and assigned to the Commonwealth pursuant to **Section 2** above, shall infringe a patent, copyright, trade secret or other proprietary or intellectual property right of any third party.
5. No Conflicting Agreements. You represent and warrant that you are not a party to any agreement or arrangement which would constitute a conflict of interest with the obligations undertaken hereunder or would prevent you from carrying out your obligations hereunder.
6. Tax Payments. You hereby represent and warrant that you have paid all due state and federal taxes, or, if your tax status is in dispute or in the process of settlement, that you have responded as directed and within the required timeframes to all communications received from the state or federal government.

7. You acknowledge that you are not an employee of any Massachusetts state or municipal government agency, and are not entitled to any benefits, guarantees or other rights granted to state or municipal government agencies, including but not limited to group insurance, disability insurance, paid vacations, sick leave or other leave, retirements plans, health plans, or premium overtime pay. Should you be deemed to be entitled to receive any such benefits by operation of law or otherwise, you expressly waive any claim or entitlement to receiving such benefits from Massachusetts state or municipal government agencies.

8. Miscellaneous:

- a. The Commonwealth is a third party beneficiary of the Agreement with full rights to enforce its terms directly
- b. The Agreement contains the entire agreement between the parties with respect to the subject matter hereof, superseding any previous oral or written agreements.
- c. Your obligations under the Agreement shall survive the termination of your assignment with the Commonwealth regardless of the manner of or reasons for such termination. Your obligations under the Agreement shall be binding upon and shall inure to the benefits of the heirs, assigns, executors, administrators and representatives of the parties.
- d. You agree that the terms of the Agreement are reasonable and properly required for the adequate protection of our customer the Commonwealth's legitimate business interests. You agree that in the event that any of the provisions of the Agreement are determined by a court of competent jurisdiction to be contrary to any applicable statute, law, rule, or policy or for any reason unenforceable as written, then such court may modify any of such provisions so as to permit enforcement thereof to the maximum extent permissible as thus modified. Further, you agree that any finding by a court of competent jurisdiction that any provision of the Agreement is contrary to any applicable statute, law, or policy or for any reason unenforceable as written shall have no effect upon any other provisions and all other provisions shall remain in full force and effect.
- e. You agree that any breach of the Agreement will cause immediate and irreparable harm to the Vendor's customer the Commonwealth not compensable by monetary damages and that the Commonwealth will be entitled to obtain injunctive relief, in addition to all other relief, in any court of competent jurisdiction, to enforce the terms of the Agreement, without having to prove or show any actual damage to the Commonwealth.
- f. No failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof, and no delay or omission in exercising any right under the Agreement, will operate as a waiver of such terms, covenants, conditions or rights. A waiver or consent given on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

- g. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the doctrine of conflicts of law. The Agreement is executed under seal.

The undersigned believes that the Agreement imposes reasonable standards of conduct for all of the employees, consultants, and agents of the vendor on assignment at the Commonwealth, and that the Agreement will serve to best protect the interests of all involved parties. If you agree with the terms set forth herein, please sign and return the Agreement.

Agreed and Accepted:

Name of Employee,
Consultant, or Agent

Signature

Date

Name of Vendor

Vendor Signature

Vendor Signatory Name

Vendor Signatory Title

Vendor Signature Date

Exhibit 2

Business Associate Addendum

I. Definitions

All terms used but not otherwise defined in this section shall be construed in a manner consistent with the Privacy and Security Rules and all other applicable state or federal privacy or security laws.

(a) Commonwealth Security Information. "Commonwealth Security Information" shall mean all data that pertains to the security of the Commonwealth's information technology, specifically, information pertaining to the manner in which the Commonwealth protects its information technology systems against unauthorized access to or modification of information, whether in storage, processing or transit, and against the denial of service to authorized users, or the provision of service to authorized users, including those measures necessary to detect, document and counter such threats.

(b) Agency. "Agency" shall mean any department, agency, commission, office, board, division, or any other body within EOHHS as set forth in M.G.L. c. 6A § 16, whose data is covered by this Contract.

(c) EOHHS-CE. "EOHHS-CE" shall mean any component of EOHHS and its constituent Agencies that constitutes a Covered Entity under the Privacy and Security Rules (including: the Office of Medicaid; the Department of Developmental Services; the Department of Mental Health; the Soldiers' Home in Massachusetts; the Soldiers' Home in Holyoke; the covered components of the Department of Public Health, a hybrid agency, having designated its covered components as: the Childhood Lead Screening Laboratory and the MDPH Public Health Hospitals (Lemuel Shattuck Hospital; Massachusetts Hospital School; Tewksbury Hospital; Western Massachusetts Hospital; and State Office of Pharmacy Services)) whose data is covered by this Contract.

(d) Individual. "Individual" shall mean the person to whom the PI refers and shall include a person who qualifies as a personal representative in accord with 45 CFR § 164.502 (g).

(e) Privacy Rule. "Privacy Rule" shall mean the Standards of Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164.

(f) Protected Information (PI). "Protected Information" shall mean any "Personal Data" as defined in Mass. Gen. Laws c. 66A; any "Personal Information" as defined in Mass. Gen. Laws c. 93H; any "Protected Health Information" as defined in the Privacy Rule; any "Patient Identifying Information" as defined in 42 CFR Part 2; and any other confidential individually identifiable information under any federal or state law (including for example any state and federal tax return information) that the Vendor uses, maintains, discloses, receives, creates or otherwise obtains under this Contract.

Information, including aggregate information, is considered PI if it is not fully de-identified in accord with 45 CFR 164.514 (a), (b), and (c).

(g) Required By Law. “Required By Law” shall have the same meaning as used in the Privacy Rule.

(h) Secretary. “Secretary” shall mean the Secretary of the US Department of Health and Human Services or the Secretary’s designee.

(j) Security Incident. “Security Incident” shall have the same meaning as used in the Security Rule.

(k) Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information, at 45 CFR Parts 160 and 164.

II. Vendor’s Obligations

(a) Mass. Gen. Laws c. 66A and other Privacy and Security Obligations

Vendor acknowledges that in the performance of this Contract it will create, receive, use, disclose, maintain, or otherwise obtain “Personal Data,” and that in so doing, it becomes a “Holder” of Personal Data, as such terms are used within Mass. Gen. Laws c. 66A.

Vendor agrees that it shall comply with Mass. Gen. Laws c. 66A, and any other applicable privacy or security law (state or federal) governing Vendor’s use, disclosure, and maintenance of any PI under this Contract, including but not limited to, 42 CFR Part 431, Subpart F; Mass. Gen. Laws c. 93H; 801 CMR § 3.00; 201 CMR 17; and Executive Order 504.

Vendor further agrees that it shall comply with any other privacy and security obligation that is applicable to any PI under this Contract as the result of EOHHS or an Agency having entered into an agreement with a third party (such as but not limited to the Social Security Administration or the Massachusetts Department of Revenue) to obtain the data, including by way of illustration and not limitation, signing any written compliance acknowledgment or confidentiality agreement or complying with any other privacy and security obligation required by the third party for access to data that EOHHS or an Agency receives from the third party.

(b) EOHHS Data

Vendor acknowledges that its access to, receipt, creation, use, disclosure, and maintenance of any PI covered by this Contract, and any data derived or extracted from such PI, arises from and is defined by Vendor’s obligations under this Contract, and that Vendor does not possess any independent rights of ownership to such data.

(c) Agents and Subcontractors

Vendor shall not engage any agent or subcontractor to perform any activity under this Contract involving PI, unless such engagement is otherwise explicitly permitted under

this Contract or unless Vendor first seeks EOHHS's written permission to engage an agent or subcontractor by submitting a written description of the work to be performed by the proposed agent or subcontractor together with such other information as EOHHS may request. If engaging an agent or subcontractor is permitted, Vendor shall ensure that the agent or subcontractor agrees in writing to the same restrictions and conditions that apply to Vendor under this Contract with respect to PI, including but not limited to, implementing reasonable safeguards to protect such information. With respect to agents and subcontractors used to perform Contract activities that involve PI from entities defined as EOHHS-CEs, Vendor shall also comply with requirements set forth at Section III(a)(iv), below.

Vendor shall ensure that its agents or subcontractors who (i) have access to Personal Information as defined in Mass. Gen. Law c. 93H, and Personal Data, as defined in Mass. Gen. Laws c. 66A, that Vendor uses, maintains, receives, creates or otherwise obtains under this Contract, or (ii) have access to Vendor systems containing such information or data, sign a written certification containing all applicable data security obligations as required by Executive Order 504. Upon EOHHS' request, Vendor shall provide EOHHS with a listing of its agents or subcontractors who have such access and copies of these certifications.

Vendor is solely responsible for its agents' and subcontractors' compliance with this provision and all requirements in this Exhibit 2, and shall not be relieved of any obligation because the data was in the hands of its agents or subcontractors.

(d) Data Security

(i) Administrative, Physical, and Technical Safeguards

In addition to any other requirement in this Contract related to data security, Vendor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PI and that prevent use or disclosure of such data other than as provided for by this Contract. All such safeguards must comply with all Commonwealth security and information technology resource policies, processes, and mechanisms established for access to PI, including any applicable data security policies and procedures established by Executive Order 504, EOHHS, and the Information Technology Division. As one of its safeguards, Vendor shall not transmit PI in non-secure transmissions over the Internet or any wireless communication device. Vendor shall protect from inappropriate use or disclosure any password, user ID, or other mechanism or code permitting access to any database containing PI.

If granted access to any EOHHS or Agency systems or databases or other information technology resources (including the Health Insurance Exchange (HIX)), Vendor must comply with all Commonwealth security and information technology resources policies, processes, procedures, and mechanisms established for access to such systems or databases by Executive Order 504, EOHHS, the particular Agency whose data is involved, and the Information Technology

Division. Vendor may not permit any employee or agent to access such systems with any personal mobile devices. Vendor shall protect from inappropriate use or disclosure any EOHHS or Agency password, user ID, or other mechanism or code permitting access to any EOHHS or Agency systems, databases, or other information technology resources, and shall give EOHHS, or at EOHHS's direction, the particular Agency whose data is involved, prior notice of any change in personnel whenever the change requires a termination or modification of any EOHHS or Agency password, user ID, or other security mechanism or code, to maintain the integrity of the system or database.

Vendor agrees to allow representatives of EOHHS, or at EOHHS's option, any Agency whose data is involved, access to its premises where PI is kept for the purpose of inspecting privacy and physical security arrangements implemented by Vendor to protect such data.

Upon request, Vendor shall provide EOHHS with copies of all written policies, procedure, standards and guidelines related to the protection, security, use and disclosure of PI, Commonwealth Security Information, or other confidential information and the security and integrity of its technology resources.

(ii) Commonwealth Security Information

If through this Contract, Vendor obtains access to any Commonwealth Security Information, Vendor is prohibited from making any disclosures of or about such information, unless in accord with EOHHS's express written instructions. If Vendor is granted access to such information in order to perform its obligations under this Contract, Vendor may only use such information for the purposes for which it obtained access. In using the information for such permitted purposes, Vendor shall limit access to the information only to staff or agents necessary to perform the permitted purposes. While in possession of such information, Vendor shall apply all privacy and security requirements set forth herein, as applicable to maintain the confidentiality, security, integrity, and availability of such information. Notwithstanding any other provision in this Contract, Vendor shall report any non-permitted use or disclosure of such information to EOHHS immediately within twenty-four hours. Vendor shall immediately take all reasonable and legal actions to retrieve such information if disclosed to any non-permitted individual or entity; shall include a summary of such retrieval actions in its required report of the non-permitted disclosure; and shall take such further retrieval action as EOHHS shall require. Notwithstanding any other provision in this Contract regarding termination Vendor may not retain any Commonwealth Security Information upon termination of this Contract, unless such information is expressly identified in any retention permission granted in accord with Section VI (Effect of Termination). If retention is expressly permitted, all data protections stated herein survive termination of this Contract and shall apply for as long as Vendor retains the information.

(e) Non-Permitted Use or Disclosure Report and Mitigation Activities

As used in this subsection, the term Event refers to the following, either individually or collectively: 1) any use or disclosure of PI by Vendor, its subcontractors or agents, not permitted under this Contract, 2) any Security Incident by the same, or 3) any event that would trigger consumer or oversight agency notification obligations under the Privacy Rule, Mass. Gen. Laws 93H, or other similar federal or state data privacy or security laws.

Immediately upon becoming aware of an Event, Vendor, shall take all appropriate lawful action necessary to: (1) retrieve, to the extent practicable, any PI involved in the Event; (2) mitigate, to the extent practicable, any known harmful effect of the Event; and (3) take such further action as may be required by any applicable state or federal law concerning the privacy and security of any PI involved in the Event. As soon as possible, but in any event no later than two business days following the date upon which Vendor becomes aware of the Event, Vendor shall verbally report the Event to EOHHS with as much of the details listed below as possible, and shall follow such verbal report within five business days with a written report outlining the Event with the following details:

- 1) the date of the Event, if known or if not known, the estimated date;
- 2) the date of the discovery of the Event;
- 3) the nature of the Event, including as much specific detail as possible describing the Event (for example, cause, contributing factors, chronology of events) and the nature of the PI involved (for example, types of identifiers involved such as name, address, age, social security numbers or account numbers; or medical or financial or other types of information); include any sample forms or documents that were involved in the Event to illustrate the type of PI involved (with personal identifiers removed or redacted), and include any policies and procedures, standards, guidelines, and staff training relevant to the event or to the types of PI involved in the Event;
- 4) the exact number of individuals whose PI was involved in the Event, if known, or if not known, a reasonable estimate based on the known facts, together with a description of how the exact or estimated number of individuals was determined (If different types of PI was involved for different individuals, please categorize the exact or estimated numbers of individuals involved according to type of PI);
- 5) a summary of the nature and scope of Vendor's investigation of the Event;
- 6) the harmful effects of the Event known to Vendor, all actions Vendor has taken or plans to take to mitigate such effects, and the results of all mitigation actions already taken; and
- 7) a review of and any plans to implement changes to Vendor's policies and procedures, including staff training, to prevent such Event in the future, include copies of all written policies and procedures reviewed or developed or amended in connection with the Event.

If within the timeframes specified, Vendor is unable to gather and confirm all details surrounding the Event, Vendor shall explain the factors delaying its investigation, provide as much detail as possible, and outline actions it intends to take to further gather and confirm facts surrounding the Event. Upon EOHHS's request Vendor shall take such further actions as directed by EOHHS to provide further information and clarify any issues or questions that EOHHS may have regarding the Event.

Upon EOHHS's request, Vendor shall take such further actions as identified by EOHHS to or shall take such additional action to assist EOHHS to further mitigate, to the extent practicable, any harmful effect of the Event. Any actions to mitigate harmful effects of such privacy or security violations undertaken by Vendor on its own initiative or pursuant to EOHHS's request under this paragraph shall not relieve Vendor of its obligations to report such violations under this paragraph or any other provisions of the Agreement.

(f) Consumer Notification

In the event the consumer notification provisions of 45 CFR 164.4.00 through 164.410, Mass. Gen. Laws c. 93H, or similar notification requirements in other state or federal laws, are triggered by a data breach involving Vendor, its employees, agents, or subcontractors, Vendor shall promptly comply with its obligations under such laws. If EOHHS determines, in its sole discretion, that it or an Agency is required to give such notifications, Vendor shall, at the request of EOHHS, assist EOHHS or the Agency in undertaking all actions necessary to meet consumer notification requirements and in drafting the consumer notices and any related required notices to state or federal agencies for EOHHS review and approval, but in no event shall Vendor have the authority to give these notifications on behalf of EOHHS or an Agency. Vendor shall reimburse EOHHS for reasonable costs incurred by EOHHS and the Agency associated with such notification, but only to the extent that such costs are due to: (i) Vendor failure to meet its responsibilities under, or in violation of, any provision of this Contract, (ii) Vendor violation of law, (iii) Vendor negligence, (iv) Vendor failure to protect data under its control with encryption or other security measures that constitute an explicit safe-harbor or exception to any requirement to give notice under such laws, or (v) any activity or omission of its employees, agents, or subcontractors resulting in or contributing to a breach triggering such laws.

(g) Response to Legal Process/Data Requests

Vendor shall immediately report to the EOHHS, both verbally and in writing, any instance where PI, Commonwealth Security Information, or any other data obtained under this Contract is requested, subpoenaed, or becomes the subject of a court or administrative order or other legal process. If EOHHS directs Vendor to respond, Vendor shall take all necessary legal steps, including objecting to the request when appropriate, to comply with Mass. Gen. Laws c. 66A, 42 CFR 431.306 (f), 42 CFR Part 2, and any other applicable federal and state law. If EOHHS determines that it or the applicable Agency shall respond directly, Vendor shall fully cooperate and assist EOHHS or the applicable Agency in its response. In no event shall Vendor's reporting obligations

under this paragraph be delayed beyond two business days preceding the return date in such request, subpoena or legal process, or two business days from obtaining such request for data, whichever is shorter.

(h) Individual's Authorization to Disclose PI to a Third Party

In the event Vendor receives a request from the Individual or from a third party to release PI to a third party pursuant to a consent, authorization, or other written document, Vendor shall, within three business days of receipt of such consent, authorization, or other written document notify EOHHS and shall cooperate with EOHHS and the Agency whose data is involved in the request in confirming the validity and sufficiency of such document under applicable laws before releasing any PI to the third party.

(i) Electronic and Paper Databases Updates

Within thirty days of execution of this Contract, Vendor shall provide EOHHS an accurate list of electronic and paper databases containing PI, together with a description of the various uses of the databases. Vendor shall update such lists as necessary in accord with the addition or termination of such databases.

(j) Data Privacy and Security Custodian

Within five days of this Contract's effective date, Vendor shall provide EOHHS in writing with the name of an individual(s), who shall act as Privacy and Security Officer(s) and be responsible for compliance with this Exhibit 2. Vendor shall also notify EOHHS in writing within five business days of any transfer of such duties to other persons within its organization.

III. EOHHS-CE Provisions

With respect to those entities defined as EOHHS-CE and any of their PI that Vendor may obtain under this Contract, the following applies in addition to all other provisions set forth in this Exhibit 2.

(a) Vendor Obligations

(i) Business Associate

Vendor acknowledges that in the performance of this Contract it is the Business Associate, as defined in the Privacy and Security Rules, of any EOHHS-CE whose data it obtains under this Contract. Vendor further acknowledges that Title XIII (the HITECH Act) of the American Recovery and Reinvestment Act of 2009 and related modifications to the Privacy and Security Rules issued by the federal Department of Health and Human Services on January 25, 2013 at 78 FR 5566 through 5702, with an effective date of March 26, 2013, increase the privacy and security obligations of, and impose certain civil and criminal penalties upon, a Business Associate under the Health Insurance Portability and Accountability Act and the Privacy and Security Rules. Further, the HITECH Act and related

modifications to the Privacy and Security Rules impose direct responsibility and liability upon the Business Associate as if the Business Associate were a Covered Entity, as that term is used in the Privacy and Security Rules, for certain obligations, including but not limited to:

- i) the obligation to implement administrative, physical, and technical safeguards to protect PI and comply with other Security Rule requirements set forth in such provisions as 45 CFR §§ 164.306, 164.308, 164.310, 164.312, 164.314, and 164.316; and
- ii) the obligation to comply with certain Privacy Rule requirements such as certain breach notification obligations set forth at 45 CFR 164.402, 164.406, 164.408, 164.410, as applicable to a Business Associate, and certain restrictions obligating a Business Associate to use and disclose Protected Health Information, as that term is used in the Privacy and Security Rules, only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR 164.504(e), the Privacy Rule's minimum necessary rule, the limitations in this Contract, and as may be required by law, including disclosures to the Secretary.

Vendor agrees to comply with all Business Associate requirements implemented by the HITECH Act and related modifications to the Privacy and Security Rules in accord with all effective dates set forth in the HITECH Act and related modifications to the Privacy and Security Rules. Vendor further agrees to enter into any amendment to this Contract as may be required by EOHHS for compliance with the HITECH Act and related modifications to the Privacy and Security Rules in accord with any applicable compliance dates.

(ii) Access for Secretary

Vendor shall make its internal practices, books, and records, including policies and procedures and PI, relating to the use and disclosure of PI received from, or created or received by it under the Contract, available to EOHHS or upon EOHHS's written request, to the Secretary, in a time and manner designated by either EOHHS or the Secretary for purposes of the Secretary determining any EOHHS-CEs' compliance with the Privacy and Security Rules. Under the modifications to the Privacy and Security Rules noted Section III(a)(i), Vendor must comply with any direct obligation that it may have under such modifications to comply with any request from the Secretary with respect to Vendor's direct obligations under and compliance with the Privacy and Security Rules.

(iii) Individual's Rights

Vendor shall take such action as may be requested by EOHHS for any EOHHS-CE to meet obligations under 45 CFR §§ 164.524, 164.526, and 164.528 with

respect to any such EOHHS-CE's PI in Vendor's possession in sufficient time and manner for EOHHS or the EOHHS-CE to meet its obligations under such Privacy Rule provisions. If an Individual contacts Vendor with respect to exercising any rights the Individual may have under 45 CFR §§ 164.524, 164.526, and 164.528 with respect to PI in Vendor's possession, Vendor shall notify EOHHS within two business days of the Individual's request and cooperate with EOHHS or the applicable EOHHS-CE to meet any EOHHS-CE's obligations with respect to such request.

With respect to an Individual's right to an accounting under 45 CFR § 164.528, Vendor shall document all disclosures of PI and other data access activities as would be necessary for EOHHS or the particular EOHHS-CE whose data is involved to respond to a request by an Individual for an accounting in accord with 45 CFR § 164.528. Within ten business days of the execution of this Contract, Vendor shall provide EOHHS with a written description of its tracking system to meet accounting obligations under 45 CFR § 164.528.

In the event Vendor receives a request from the Individual or from a third party to release PI to a third party pursuant to a consent, authorization, or other written document and such request pertains to an EOHHS-CE's PI, Vendor shall, within three business days of receipt of such consent, authorization, or other written document notify EOHHS and shall cooperate with EOHHS and the EOHHS-CE whose data is involved in the request in confirming the validity and sufficiency of such document under the Privacy Rule and any other applicable laws before releasing any PI to the third party.

(iv) Agents and Subcontractors

With respect to agents and subcontractors, Vendor must comply with Section II (c) above. In addition, with respect to agents and subcontractors used to perform Contract activities for entities defined as EOHHS-CEs, Vendor must ensure that the written agreement referenced in Section II (c) meets all requirements of a business associate agreement, as required for subcontractors of a business associate, under the modifications to the Privacy and Security Rules noted in Section III(a)(i), including but not limited to: 45 CFR 160.103; 45 CFR 164.502(e)(1)(ii) and (2); and 45 CFR 164.504(e).

(b) EOHHS Obligations

EOHHS shall notify Vendor of the following with respect to EOHHS-CE data:

- (i) Any limitation(s) in any EOHHS-CE's notice of privacy practices issued in accord with 45 CFR § 164.520, to the extent that such limitation may affect Vendor's use or disclosure of PI.
- (ii) Any changes in, or revocation of, permission by Individual to use or disclose PI, to the extent that such changes may affect Vendor's use or disclosure of PI.

(iii) Any restriction to the use or disclosure of PI that a EOHHS-CE has agreed to in accord with 45 CFR § 164.522, to the extent that such restriction may affect Vendor's use or disclosure of PI.

IV. Permitted Uses and Disclosures by Vendor

Except as otherwise limited in this Contract, Vendor may use or disclose PI only as follows:

(a) Contract Functions and Services

Contractor is prohibited from disclosing any PI, unless required by law or in accord with explicit instructions this Contract, or otherwise explicitly instructed by EOHHS in writing. Contractor is permitted to use PI only to perform functions, activities, or services for, or on behalf of, EOHHS. Except as otherwise limited in this Contract, Vendor may only use or disclose PI to perform functions, activities, or services specified in this Contract, provided such use or disclosure would not: (1) violate any applicable law, including for example, the Privacy Rule; 42 CFR Part 431, Subpart F; 42 CFR Part 2; and Mass. Gen. Laws c. 66A if done by EOHHS or any Agency whose data is involved in the use or disclosure; or (2) violate the minimum necessary standards set forth in the Privacy Rule; or (3) conflict with any statements in any EOHHS-CE's Notice of Privacy Practices, if its data is involved in the use or disclosure. In performing functions, activities, or services under this Contract, Vendor represents that it shall seek from EOHHS and any Agency only the amount of PI that is minimally necessary to perform the particular function, activity, or service. To the extent this Contract permits Vendor to request PI from any other entity or individual, Vendor shall only request an amount of PI that is reasonably limited to the minimal necessary to perform the intended function, activity, or service.

(b) Required by Law

Vendor may use or disclose PI as Required by Law, consistent with any restrictions in any applicable privacy or security law (state or federal) governing Vendor's use, disclosure, and maintenance of any PI under this Contract.

(c) Restriction on Contacting the Individual

Vendor may not use PI to attempt to contact the Individual, unless such contact is otherwise necessary to perform functions, activities, or services under this Contract, or unless EOHHS otherwise instructs Vendor to do so in writing.

(d) Publication Restriction

Vendor shall not use PI for any publication, statistical tabulation, research, or similar purpose, even if PI has been transformed into de-identified data in accord with the standards set forth in 45 CFR 164.514(a), (b), and (c).

V. Termination for Violation

(a) Termination for Violation

Notwithstanding any other provision in this Contract, EOHHS may terminate this Contract, immediately upon written notice, if EOHHS determines, in its sole discretion, that Vendor has materially breached any of its obligations set forth in this Contract pertaining to the security and privacy of any PI provided to Vendor under this Contract.

(b) Cure

Prior to terminating this Contract as permitted above, EOHHS may provide an opportunity for Vendor to cure the breach or end the violation. If such an opportunity is provided, Vendor will be given thirty days from either the: (i) written notice if discovered by EOHHS, or (ii) the date of discovery if discovered by Vendor, of a breach or violation to cure said breach or violation. If Vendor is provided such an opportunity and cure is not feasible, or Vendor fails to cure the breach or end the violation within thirty days from the conditions specified immediately above with regards to a breach or violation, EOHHS may terminate the Contract immediately upon written notice.

(c) HHS Report

In the event that termination of this Contract for a material breach of any obligation regarding PI is not feasible, or if cure is not feasible, EOHHS may report such breach or violation to the Secretary, if such material breach and termination pertains to work performed for an EOHHS-CE, under this Contract.

VI. Effect Of Termination

(a) Return or Destroy Data

Except as provided immediately below, upon termination of this Contract for any reason whatsoever, Vendor shall, at EOHHS's option, either return or destroy all PI obtained or created in any form under this Contract, and Vendor shall not retain any copies of such data in any form. In no event shall Vendor destroy any PI without first obtaining EOHHS's approval. In the event destruction is permitted, Vendor shall destroy PI in accord with standards set forth in NIST Special Publication 800-88 Guidelines for Media Sanitization, all applicable state retention laws, all applicable state and federal security laws (including the HITECH Act and related modifications to the Privacy and Security Rules, noted above), and all state data security policies including policies issued by EOHHS and the Information Technology Division. All paper copies of PI must be shredded or otherwise destroyed to a degree that will render the copies unreadable, unusable, and indecipherable without the possibility of reconstruction. Within five days of any permitted destruction, Vendor shall provide EOHHS with a written certification that destruction has been completed in accord with the required standards and that Vendor and its subcontractors and agents no longer retain such data or copies of such data. This provision shall apply to all PI in the possession of Vendor's subcontractors or agents, and Vendor shall ensure that all such data in the possession of its subcontractors or agents has been returned or destroyed and that no subcontractor or agent retains any copies of such data in any form, in accord with EOHHS's instructions.

(b) Retain Data

If Vendor determines that returning or destroying PI when required under the Contract is not feasible, Vendor shall provide EOHHS with written notification of the conditions that make return or destruction not feasible. If based on Vendor's representations, EOHHS concurs that return or destruction is not feasible, Vendor shall extend all protections set forth in this section to all such PI and shall limit further uses and disclosures of such data to those purposes that make the return or destruction of such data not feasible, for as long as Vendor maintains the data.

(c) Survival

Notwithstanding any other provision concerning the term of this Contract, all protections pertaining to any PI covered by this Contract shall continue to apply until such time as all such data is returned to EOHHS or destroyed, or if return or destruction is not feasible, protections are applied to such data in accord with subsection b immediately above.

VII. Miscellaneous Provisions

(a) Regulatory References

Any reference in this Contract to a section in the Privacy or Security Rules or other regulation or law refers to that section as in effect or as amended.

(b) Amendment

Vendor agrees to take such action as is necessary to amend this Contract in order for EOHHS or any Agency to comply with any requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA), and any other applicable state or federal law pertaining to the privacy, confidentiality, or security of PI. Upon EOHHS's written request, Vendor agrees to enter promptly into negotiations for any amendment as EOHHS, in its sole discretion, deems necessary for EOHHS's or any Agency's compliance with any such laws, and for an equitable adjustment to the contract price to reflect any extra work that Vendor needs to perform, such equitable adjustment to include only the appropriate share of costs to be borne by EOHHS for changes that must be implemented on a broader basis by Vendor. Vendor agrees that, notwithstanding any other provision in this Contract, EOHHS may terminate this Contract immediately upon written notice, in the event Vendor fails to enter into negotiations for, and to execute, any such amendment.

(c) Survival

The obligations of Vendor under Section VI (Effect of Termination) or any provision allowing for continued possession of PI shall survive the termination of this Contract.

(d) Waiver

EOHHS's exercise or non-exercise of any authority under this Contract, or the exercise or non-exercise of inspection or approval of privacy or security practices or approval of subcontractors, shall not relieve Vendor of any obligations set forth herein, nor be construed as a waiver of any of Vendor's obligations or as an acceptance of any unsatisfactory practices or privacy or security failures or breaches by Vendor.

(e) Interpretation

Any ambiguity in this Contract shall be resolved to permit EOHHS or any Agency to comply with the Privacy and Security Rules, HIPAA, Mass. Gen. Laws c. 66A, Mass. Gen. Laws c. 93H, and any other applicable law pertaining to the privacy, confidentiality, or security of PI.

APPENDIX A-4 ADDITIONAL FORMS

A. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for Vendor) certifies to the best of his or her knowledge and belief, that Vendor and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, under any federal, state, or local law or regulation, including Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C or voluntarily excluded from contracting with or being a contractor of a government entity (federal, state or local);
- (b) have not received a notice from any government entity regarding a proposed suspension or investigation of a violation of any federal or state law that could result in debarment from contracting with or being a contractor of any federal or state agency;
- (c) have not within the last 3-years been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (d) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (e) have not within the last 3 years had one or more public transactions (federal, state, or local) terminated for cause or default.

Vendor: _____

Signed (by authorized signatory): _____

Print name: _____

Title: _____

Date: _____

B. DISCLOSURES

Name of Bidder: _____

I. Please provide the following information below or attach a separate sheet:

1. Does the bidder currently have contracts with Massachusetts health care providers or companies that provide health information technology related services in Massachusetts?
2. If so, for each of these current contracts exceeding \$20,000, please provide the legal name of the health care provider or health information technology company and a description of the services provided.
3. Please state whether the contract, combined with any other contracts the bidder has had with the same provider or company in the past 5 years, exceeds \$100,000 in total.

II. Please provide the following information for each Teaming Partner or Significant Subcontractor (if any) below or attach a separate sheet:

1. Does the Teaming Partner or Significant Subcontractor currently have contracts with Massachusetts health care providers or companies that provide health information technology related services in Massachusetts?
2. If so, for each of these current contracts exceeding \$20,000, please provide the legal name of the health care provider or health information technology company and a description of the services provided.
3. Please state whether the contract, combined with any other contracts the bidder has had with the same provider or company in the past 5 years, exceeds \$100,000 in total.

EOHHS reserves the right to request additional disclosures from bidders.

C. CERTIFICATION WITH REGARD TO FINANCIAL CONDITION**Name of Bidder:**

Certification:

A check in the box to the right of each item indicates an affirmative response to the certification.

The undersigned certifies that the Bidder is in sound financial condition, that is has sufficient financial reserves to perform the requirements of this RFR and has received an unqualified audit opinion for the latest audit of its financial statements. Specify the date of the last audit _____.	<input type="checkbox"/>
The undersigned certifies that the Bidder has no outstanding liabilities to the Internal Revenue Service or other government agencies.	<input type="checkbox"/>
The undersigned certifies that the Bidder is not the subject of any current litigation or findings of non-compliance under federal or state law.	<input type="checkbox"/>
The undersigned certifies that the Bidder has not been the subject of any past litigation or findings of non-compliance under federal or state law.	<input type="checkbox"/>

If one or more of the above boxes are not checked, please explain in the space provided below or attach a clearly labeled separate sheet.

Signature

Printed Name of Signatory

Title

Date

D. CERTIFICATION OF NON-COLLUSION FORM

The undersigned certifies under penalties of perjury that this bid or response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of person signing Response)

(Name of business)

E. RFP-REQUIRED RESPONDENT CERTIFICATIONS

Completion of these Certifications is a required element of the Bidder's Business Response as described in the RFP. Failure to submit this form may result in a Respondent's response being rejected as non-responsive.

Name of Respondent: _____ (hereinafter, "Respondent")

Chief Executive Officer: _____

By my signature on the last page of this Respondent Certification document, I certify that the information below, and any attached statement that I have provided, has been reviewed and signed by me, and is true, accurate, and complete, to the best of my knowledge. I understand that I sign under the pains and penalties of perjury, and may be subject to civil penalties or criminal prosecution for any falsification, omission, or concealment of any material fact contained herein.

APPENDIX A-4 ADDITIONAL FORMS

Appendix B1 New Hampshire Overview

1.1 State of New Hampshire – Overview

The New Hampshire Department of Health and Human Services (DHHS) is charged with providing a comprehensive and coordinated system of health and human services, to promote and protect the health, safety, and well-being of New Hampshire's citizens. Its mission is to join communities and families in providing opportunities for citizens to achieve health and independence. In the area of health care, DHHS is responsible for implementing and managing health care related programs, improving access to care for eligible recipients, containing costs and ensuring quality of care through an integrated health care system.

Much of this health care activity is driven by the NH Medicaid Program, which is centrally administered by DHHS, the single State Medicaid agency for NH. The primary information systems supporting the administration of the NH Medicaid program are the NH Health Enterprise Medicaid Management Information System (MMIS) and the Pharmacy Benefits Management (PBM) System.

The New Hampshire Medicaid Program is comprehensive in its coverage, serving approximately 184,000 recipients statewide. NH Medicaid provides coverage for eligible recipients for all mandatory Medicaid services for categorically needy recipients, as well as coverage for multiple optional services, including but not limited to, services provided through the following four Home and Community-Based Care (HCBC) waiver programs:

- HCBC CFI – Choices for Independence
- HCBC DD – Developmentally Disabled
- HCBC ABD – Acquired Brain Disorder
- HCBH HIS – In Home Supports for Children

As of January 1, 2016, there were 184,000 enrollees with full Medicaid benefits in the NH Medicaid Program. Of that number 47,000 were eligible due to NH Medicaid's adult expansion under the New Hampshire Health Protection Program.

New Hampshire Medicaid delivers acute, behavioral health, and general care services through a managed care model. 165,000 members are in some form of risk based managed care as of January 1, 2016. 128,000 are enrolled in traditional managed care and 37,000 are enrolled in Qualified Health Plans under a Premium Assistance Program demonstration waiver. Those members not enrolled in managed care receive services under the fee for service model.

New Hampshire did not conduct a MITA SS-A under Framework 2.0 or 2.01 because the project to replace its legacy MMIS with the NH Health Enterprise MMIS was initiated prior to the publication of either Framework. While in the midst of the effort to design, develop, and implement (DDI) its new MMIS, NH deferred initiating a MITA SS-A so that State MMIS resources could stay focused on the successful implementation of this mission critical system, which went live on March 31, 2013.

Appendix B1 New Hampshire Overview

Immediately following go-live, the NH Medicaid program was moving forward to implement the NH Medicaid Care Management (MCM) Program. Through the MCM Program, a primarily fee for service based delivery system was being changed to include member enrollment in managed care organizations (MCOs) and to issue capitated payments to those MCOs. The MCM program went live in December 2013, and necessitated significant Medicaid system enhancements and business process changes.

In August 2014, the NH Premium Assistance Program went live, which expanded NH Medicaid coverage to eligible adult members. To support the new program, additional system enhancements and business process changes were implemented.

Members eligible for the Premium Assistance Program were able to choose Qualified Health Plans (QHPs) available through the federal marketplace with coverage effective January 1, 2016. Other enhancements to the MMIS were required to support member enrollment and capitated payments to the QHPs.

During the first quarter of calendar year 2015, DHHS prepared for MMIS federal certification, working closely with CMS, and holding onsite certification review meetings in NH in late April. In June 2015, CMS issued a letter confirming that the new NH Health Enterprise MMIS was certified back to day one, 3/31/2013. In the certification letter, CMS documented its expectation that New Hampshire would complete its 3.0 MITA SS-A within 18 months from June 15, 2015, the date of MMIS certification. NH will work with the selected vendor on the final delivery date for the NH MITA 3.0 SS-A.

1.2 New Hampshire's MMIS and MITA History

This will be the first MITA SS-A to be completed for New Hampshire. The State is seeking a vendor to inform and prepare staff for the MITA-SS-A and to guide staff through this first-time process. The vendor must assist with conducting assessments of the state's Medicaid business processes, including key technologies (*i.e.*, the State's Medicaid Management Information System (MMIS) and the Pharmacy Benefits Management (PBM) System, along with a number of other smaller systems that provide some support to the Medicaid Program and are ancillary to the MMIS.)

The State has contracted with its Integrated Eligibility System (IES) contractor to perform a MITA 3.0 SS-A for the Eligibility and Enrollment (E&E) elements associated with the "New HEIGHTS" IES. The focus of the IES SS-A is to determine the business and technical capability levels of New HEIGHTS and NH EASY. For the purposes of the IES SS-A New HEIGHTS and NH EASY will be assessed only for the five business areas that those systems currently support, including Member Management, Program Integrity, Care Management, Provider Management and Operations Management. The remaining MITA areas are not applicable to eligibility determination for NH Medicaid and MAGI and will not be analyzed in the NH IES SS-A.

The scope of the broader NH Medicaid Enterprise SS-A under this RFP will not duplicate this work. However, the contractor selected will be required to evaluate the NH IES SS-A, validate its conclusions in

Appendix B1 New Hampshire Overview

light of overall Medicaid/MMIS enterprise findings, and use the validated information as input for the Five Year Strategic Plan that encompasses the entirety of the NH Medicaid Enterprise.

The Medicaid Enterprise SS-A vendor will work with other stakeholders to assess the interfaces between current MMIS technologies and other systems that are in use to support the NH Medicaid Program. The vendor must collaborate with other contractors, staff from various DHHS divisions and bureaus, and potentially Managed Care Entities, to produce an overall concept of operations for the NH Medicaid Enterprise system.

1.3 New Hampshire MITA Requirements

The MITA SS-A for New Hampshire must focus on New Hampshire's Medicaid business processes and their degree of alignment with the MITA 3.0 business model (10 business areas and 80 business processes). This SS-A will examine the Business Architecture, Information Architecture, Technical Architecture, and Seven Standards and Conditions presented in the MITA Framework. Incorporating the NH IES SS-A, it will identify the current "As-Is" capabilities of the NH Medicaid program and associated entities, assess the future "To-Be" level of capability, and provide a roadmap for achieving future maturity levels.

The MITA 3.0 SS-A Project will cover the full NH Medicaid Enterprise, including the current state of the business, technology, and administrative architecture of DHHS, spanning its offices, divisions and bureaus, limited to the services provided by those entities to the NH Medicaid population. In addition, the SS-A will include processes, functions and technologies used by other agencies supporting the DHHS Medicaid enterprise, including the Department of Information Technology, to the extent that it is necessary and relevant to the completion of the comprehensive NH MITA SS-A.

To support the assessment of the eighty MITA business processes and supporting technologies the selected Vendor will need to meet with a wide range of individuals who support the NH Medicaid enterprise including:

- Executive Leadership (for Concept of Operations and MITA Roadmap development)
- Medicaid Program and Operations Staff
- Medicaid Care Management and Premium Assistance Program Staff
- Waiver Program Staff
- Eligibility and Enrollment and Client Services Staff
- Information Technology and Legal Staff
- Systems Support Staff
- Program Area Staff for those programs that refer and/or serve NH Medicaid members

The State's best estimate of the number of people who may need to participate in one or more MITA meetings is 65-80 individuals. These staff will represent a number of Offices, Divisions, and Bureaus across DHHS, including the following:

- Office of Improvement and Integrity

Appendix B1 New Hampshire Overview

- Office of Medicaid, Business, and Policy
- Division for Children, Youth, and Families
- Division of Human Services
- Division of Public Health
- Bureau of Behavioral Health Services
- Bureau of Developmental Disability Services
- Bureau of Drug and Alcohol Services
- Bureau of Elderly and Adult Services
- Staff from other program areas as pertinent

1.4 Supporting Technologies:

The following supporting technologies should be included in the NH MITA SS-A:

1. Core NH Medicaid Systems:
 - NH Health Enterprise MMIS (MMIS)
 - Pharmacy Benefits Management System (PBM)
2. Supporting Ancillary Systems: (estimated 10-12 including the following)
 - NH Bridges – Statewide Automated Child Welfare Information System (SACWIS)
 - Options – Elderly and Adult Case Management and Claims Payment System
 - Special Medical Services System (SMS)
 - Electronic Health Record System for Provider Incentive Payments (EHR)
 - Enterprise Data Warehouse (EDW)
 - New England Child Support Enforcement System (NECSES)
 - Legal Files – Estates Recovery Tracking System
 - Avatar - Client Management System at NH Hospital
 - NH First – State Financial Accounting System Issues Medicaid Payments

1.5 New Hampshire Working Arrangements

1. **Work Hours**
 - Core working hours for state staff are between the hours of 8:00 am to 4:00 pm, with options for flex schedules that make 8:00 to 3:30 the prime period for staff availability.
2. **Project Location.**
 - The State will provide Vendor work space at an office located in Concord. The State requires that Key Project Personnel be located and work at the State site, unless otherwise approved by the NH Project Manager. Any work requiring assistance or completion from State staff must be performed at a State location.

1.6 Liquidated Damages:

NH DHHS (also “the Department”) intends to negotiate with the awarded Vendor to include liquidated damages in the contract in the event any deliverables and milestones are not met. The Vendor must agree to the Contract requirements as set forth in the contract.

Appendix B1 New Hampshire Overview

The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Contractor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore the parties agree that liquidated damages shall be determined as part of the contract specifications.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

The Department will determine compliance and assessment of liquidated damages as often as it deems reasonably necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="text-align: center;">[Seal]</div>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <div style="text-align: right;">Date:</div>		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> <div style="display: flex; justify-content: space-between;"> By: _____ Director, On: _____ </div>			
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> <div style="display: flex; justify-content: space-between;"> By: _____ On: _____ </div>			
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i> <div style="display: flex; justify-content: space-between;"> By: _____ On: _____ </div>			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS US DEPARTMENT OF EDUCATION - CONTRACTORS US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

Date

Name:
Title:



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: _____

Date

Name:
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Date

Name:
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

Date

Name:
Title:

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Date

Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Date

Name:
Title:



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

EXCEPTIONS TO TERMS AND CONDITIONS

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

Signature _____

Date _____

Rhode Island Specific Overview for the Multi-State MITA 3.0 Procurement

1.1 State of Rhode Island – Overview

The Executive Office of Health and Human Services' (EOHHS) is the single state agency responsible for administering the State's Medicaid program and its Children's Health Insurance Program in accordance with Rhode Island General Laws and Titles XIX and XXI of the Social Security Act, and other applicable federal and state statutes, regulations, waivers, and demonstration projects.

The entire enterprise includes Medicaid waiver populations as well as activities performed by other EOHHS agencies that provide additional services to those members that are also categorically eligible for Medicaid benefits. These additional agencies include the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals (BHDDH) who provide both clinical and case management services for Medicaid members, and to a limited extent, the Department of Health (DOH), along with agencies that provide referred eligibility for Medicaid, such as the Department of Children, Youth, and Families (DCYF) and the Department of Human Services (DYS). The sub-agencies will also be included in this assessment as part of the State Medicaid Enterprise. The scope of the State Self-Assessment (SS-A) however, will be limited to those systems in the sub-agencies that specifically feed Medicaid related eligibility and enrollment information into the MMIS systems for payment or that support member management.

RI Medicaid Overview

- Provides health insurance to about one fourth of Rhode Island residents (~275,000 individuals) including those served through Medicaid Expansion, Medicaid waiver programs, and in programs and facilities administered by the DHS, BHDDH, and DCYF which serve people eligible for RI Medicaid.

Rhode Island is seeking a vendor to assist with conducting assessments of the state's Medicaid business processes, including key technologies (*i.e.*, the State's Medicaid Management Information System (MMIS) along with a number of other smaller systems that are ancillary to MMIS.) In addition, the contractor will work with other stakeholders to assess the interfaces between current RI Medicaid technologies and others systems that are in use to support Medicaid. The vendor must collaborate with Medicaid contractors, other State agencies and potentially Managed Care Entities, to produce an overall concept of operations for Rhode Island Medicaid Enterprise system.

1.2 Rhode Island's MITA History

On June 16, 2011, Rhode Island completed its SS-A using the MITA 2.0 framework, covering the business and technology processes for the Medicaid population. Rhode Island's 2011 MITA 2.0 SS-A, comprising 1,241 pages, is included in the RFP's Online Library.

1.3 Rhode Island MITA Requirements

This review must focus on Rhode Island's Medicaid business processes and their degree of alignment with the MITA 3.0 business model (10 business areas and 80 business processes).

The MITA 3.0 SS-A Project described in this RFP will cover the full RI Medicaid Enterprise, including a gap analysis between the findings of the earlier MITA 2.0 assessment and the current state of the business, technology, and administrative architecture of EOHHS and DHS, limited to the services provided by those agencies to the Medicaid population. In addition, the SS-A will include processes, functions and technologies used by additional EOHHS sub-agencies – DCYF, and BHDDH – that perform referred eligibility determinations on behalf of RI Medicaid.

Rhode Island Specific Overview for the Multi-State MITA 3.0 Procurement

To support the assessment of the MITA business processes and supporting technologies the selected Vendor will need to meet with a wide range of individuals who support the Medicaid enterprise including:

- Medicaid staff
- EOHHS Information Technology and Legal Staff
- Eligibility and Enrollment Center/Call Center Staff
- Staff who support RI Medicaid Waiver programs for Medicaid and beyond
- Referring Agency Staff (DCYF, DOH, and DHS)
- EOHHS, DHS, BHDDH, DCYF, and DOH staff involved in programs that serve RI Medicaid Members
- Executive Leadership (for Concept of Operations and MITA Roadmap development)

The State's best estimate of the number of people who may need to participate in one or more MITA meetings is 50 to 65 individuals.

Regarding Information and Technical Architecture, planning meeting discussions yielded the following estimates of supporting technologies that should be included in the SS-A:

Core RI Medicaid Systems and Supporting Systems

Rhode Island	
#	Core Medicaid Systems
C-1	MMIS – Medicaid Management Information System. Contains multiple data interfaces.
C-2	HIX – Health Insurance Exchange Eligibility System, also called UHIP, containing the pre-RI Bridges MAGI Medicaid eligibility system
C-3	New RI Bridges (aka IES – Integrated Eligibility System). When rolled out in July 2016, the app will contain complex Medicaid, SNAP, TANF (RI Works), GPA (General Public Assistance), Child Care, SSP (State Supplemental Payment). The app will also have the MAGI Medicaid eligibility as of July 2016. Contains multiple data interfaces.
C-4	Human Services Data Warehouse – Contains Medicaid enrollment, demographic, claims, encounter, payment and service delivery information
C-5	EDM – Electronic Document Management

Ancillary Systems that communicate or interface with RI Medicaid systems in support of Member Eligibility, Member Enrollment, Plan Management and Operations Management business processes:

Rhode Island	
#	Ancillary Systems, Functions and Interfaces
AS-1	CDM Application – Consumer Direction Module, aka Personal Choice.
AS-2	MAPIR – Medical Assistance Provider Incentive Repository. The application is the state-level information system for the electronic health record incentive program. MAPIR will track and act as a repository for information related to payment, applications, attestations, oversight functions, and interface with CMS' National Level Repository.
AS-3	Atlantes Care Management System
AS-4	IES, aka Integrated Eligibility System, aka RI Bridges to be fully implemented in July 2016, handling eligibility for a large variety of Medicaid programs. RI Bridges will incorporate program eligibility previously located in non-integrated systems.
AS-5	RI Provider Enrollment Portal
AS-6	Provider and Beneficiary Investigation Case Tracking and Information Management spreadsheet
AS-7	FACN process to update benefit package information

Rhode Island Specific Overview for the Multi-State MITA 3.0 Procurement

The sub-agencies will also be included in this assessment as part of the RI Medicaid Enterprise. The scope of the State Self-Assessment (SS-A) however, will be limited to those systems in the sub-agencies that specifically feed Medicaid related eligibility and enrollment information into the MMIS systems for payment or that support member management.

EOHHS, DHS, BHDDH, DCYF, and DOH Systems

- EOHHS – Existing stand-alone apps for Katie Beckett and Rite Share will be migrated into the new RIBridges app effective July 2016.
- RICHIST – DCYF Case Management System
- BHDDH – Various systems

This SS-A will examine the Business Architecture, Information Architecture, Technical Architecture, and Seven Standards and Conditions presented in the MITA Framework. Working from the existing MITA 2 SS-A baseline, it will identify the current “As-Is” capabilities of the RI Medicaid program and associated entities, assesses the future “To-Be” level of capability, and provide a roadmap for achieving future maturity levels.

1.4 Rhode Island Working Arrangements

Work Hours and Conditions – Core working hours for state staff are 8:30 am to 4:00 pm for RI. The State requires that the Key Project Personnel be located and work at the State site, unless otherwise approved by the Business Project Manager.

Project Location. The State will provide Contractor work space at an Office located in Cranston or Warwick location for RI. Any work requiring assistance from the State staff or completion by State staff will be performed at a State location. The State will provide Internet connection and printer access. The Contractor will be required to provide laptop and phone service for their staff.

**STATE OF RHODE ISLAND
PROCUREMENT REGULATIONS**

APPENDIX A – GENERAL CONDITIONS OF PURCHASE



Amended regulations adopted June 20, 2011

Division of Purchases
Rhode Island Department of Administration
One Capitol Hill, Second Floor
Providence, Rhode Island 02908

Tel: (401) 574-8100

RECEIVED

(Signature) OCT 11 2011

RI SECRETARY OF STATE
ADMINISTRATIVE RECORDS

4 of 18

The following amended State of Rhode Island Procurement Regulations were adopted by me, as Director of the State of Rhode Island Department of Administration, on the _____ day of June 2011.

Richard A. Licht, Director
State of Rhode Island
Department of Administration
One Capitol Hill
Providence, Rhode Island 02908

Date of Public Notice: May 5, 2011
Date of Public Hearing: June 8, 2011
End of Comment Period: June 8, 2011

GENERAL CONDITIONS OF PURCHASE

All State Purchase Orders, Contracts, Solicitations, Delivery Orders and Service Requests shall incorporate and be subject to the provisions of Title 37 Chapter 2 of the General Laws of the State of Rhode Island, the Regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. GENERAL - All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the State, or with whom a contract is executed by the State's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. ENTIRE AGREEMENT - The State's Purchase Order, or other State contract endorsed by the State Office of Purchases, shall constitute the entire and exclusive agreement between the State and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern. All communication between the State and any contractor pertaining to any award or contract shall be accomplished in writing.

- **a.** Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the State. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the State on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the State to the contractors.

- b.** No alterations or variations of the terms of the contract shall be valid or binding upon the State unless submitted in writing and accepted by the Purchasing Agent. All orders and changes thereof must emanate from the Office of Purchases: no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on the Purchasing Agent, and may be disregarded.

- c.** Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been

satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless

1. terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
2. extended upon written authorization of the Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
3. canceled by the State in accordance with other provisions stated herein.

• **d.** It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Purchasing Agent.

e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the Office of Purchases, and expressly accepted.

f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the State, and agrees that later discovery by the Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

3. SUBCONTRACTS - No subcontracts or collateral agreements shall be permitted, except with the State's express consent. Upon request, contractors must submit to the Office of Purchases a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

4. RELATIONSHIP OF PARTIES - The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the State, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the State and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

5. COSTS OF PREPARATION - All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The State will not reimburse any offeror for such costs.

6. SPECIFIED QUANTITY REQUIREMENT - Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

- **a.** The State reserves the right to modify the quantity, scope of service, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of contract.

- b.** The State shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the State will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.

- c.** Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the State, where determined by the Purchasing Agent to be in the State's best interest.

7. TERM AND RENEWAL - Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the State's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the State's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the State's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the State's intent not to renew is served.

8. DELIVERY - Delivery must be made as ordered and in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. The decision of the Purchasing Agent, as to reasonable compliance with the delivery terms, shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. FOREIGN CORPORATIONS - In accordance with Title 7 Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. PRICING - All pricing offered or extended to the State is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the State, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. COLLUSION - Bidder or contractor warrants that he has not, directly or indirectly, entered into any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES - Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. AWARDS - Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of sixty (60) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the Purchasing Agent.

- **a.** Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the State. The State reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.

- b.** The State reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the State may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the State to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no

way relieves the contractor from fulfilling all requirements and conditions of the contract.

c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the State may, at the option of the State, be

1. Rejected as being non-responsive, or
2. set aside in favor of the State's terms and conditions (with the consent of the bidder), or
3. accepted, where the State Purchasing Agent determines that such acceptance best serves the interests of the State.

• Acceptance or rejection of alternate or counter-offers by the State shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.

e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.

f. The Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.

g. The Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the State will be served by so doing.

h. The Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.

i. Preference may be given to bids on products raised or manufactured in the State, other things being equal.

j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.

k. The Purchasing Agent reserves the right to act in the State's best interests regarding awards caused by clerical errors by the Office of Purchases.

14. SUSPENSION AND DEBARMENT - The Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

- a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).

- b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

- c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the State to a vendor or contractor then under a ruling of suspension or debarment by the State shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the State Purchasing Agent.

15. PUBLIC RECORDS - Contractors and bidders are advised that all documents, correspondence, and other submissions to the Office of Purchases may be accessible as public records, pursuant to Title 38, Chapter 2 of the General Laws, absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld, and except as otherwise provided for pursuant to RIGL 37-2-18 (a)-(h) "Competitive Sealed Bidding".

16. PRODUCT EVALUATION - In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

- **a.** Any objections to specifications must be filed by a bidder, in writing, with the Purchasing Agent at least 96 hours before the time of bid opening to enable the Office of Purchases to properly investigate the objections.
- b.** All standards are minimum standards except as otherwise provided for in the Request or Contract.
- c.** Samples must be submitted to the Office of Purchases in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.
- d.** All samples submitted are subject to test by any laboratory the State Purchasing Agent may designate.

17. PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

- **a.** Failure by the State to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b.** Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.
- c.** Where the contractor fails to promptly cure the defect or replace the goods, the State reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.
- d.** When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the State Agency within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the State shall have the right to dispose of them as its own property.

18. PRODUCT WARRANTIES - All product or service warranties normally offered by the contractor or bidder shall accrue to the State's benefit, in addition to any special

requirements which may be imposed by the State. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the State may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

19. PAYMENT - Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

- **a.** Payment terms other than the foregoing may be rejected as being non-responsive..

- b.** No partial shipments will be accepted, unless provided for by the Request or Contract.

- c.** Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the State from taking such discount.

- d.** Payments for used portion of inferior delivery will be made by the State on an adjusted price basis.

- e.** Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the Agency involved for approval.

20. THIRD PARTY PAYMENTS - The State recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.

21. SET-OFF AGAINST PAYMENTS - Payments due the contractor shall be subject to reduction by the State Controller equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.

22. CLAIMS - Any claim against a contractor may be deducted by the State from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the State the amount of such claim on demand. Submission of a voucher and payment, thereof, by the State shall not preclude the Purchasing Agent from

demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

- **a.** The Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the State, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. STATE CONTROLLER'S CERTIFICATION OF FUNDING - Certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.

24. UNUSED BALANCES - Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one State fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the State's sole option.

25. MINORITY BUSINESS ENTERPRISES - Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the State reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

- **a.** the offer is fully responsive to the terms and conditions of the Request, and
- b.** the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
- c.** the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise. Ten per cent [10%] of the dollar value of the work performed against contracts for construction exceeding \$5,000 shall be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. A contractor may count towards its MBE, DBE, or WBE goals 60% of its expenditures for materials and supplies required under a contract and obtained from an MBE, DBE, or WBE regular dealer, and 100% of such expenditures when obtained from an MBE, DBE, or WBE manufacturer. Awards of this type shall be subject to approval, by the Director of Administration, of a Subcontracting Plan submitted by the bidder receiving the award.

26. PREVAILING WAGE REQUIREMENT - In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.

27. EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION - Contractors of the State are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

28. DRUG-FREE WORKPLACE REQUIREMENT - In accordance with Executive Order No. 91-14, Contractors who do business with the State and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.

29. GOODS PRODUCED IN THE REPUBLIC OF SOUTH AFRICA - In accordance with Chapters 35-10-12 and 37-2-57 of the General Laws, goods which are known to be wholly produced in the Republic of South Africa may not be accepted for any procurement the State of Rhode Island; the offeror attests by his submission of a bid or offer, or acceptance of a purchase order or other contract, that these prohibitions do not apply to material or goods which form the basis for his offer or contract.

30. TAXES - The State of Rhode Island is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

31. INSURANCE - All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on state premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

- **a. Comprehensive General Liability Insurance** -
 - 1) Bodily Injury \$1,000,000 each occurrence
 - \$1,000,000 annual aggregate
 - 2) Property Damage \$500,000 each occurrence
- \$500,000 annual aggregate
 - Independent Contractors
 - Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations

- Completed Operations
- Personal Injury (with employee exclusion deleted)
- **b. Automobile Liability Insurance -**
- Combined Single Limit \$1,000,000 each occurrence
 - Bodily Injury
 - Property Damage, and in addition non-owned and/or hired vehicles and equipment
- **c. Workers' Compensation Insurance -**
- Coverage B \$100,000

The Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the State of Rhode Island as an additional insured, to the Office of Purchases, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

32. BID SURETY - When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

33. PERFORMANCE AND LABOR AND PAYMENT BONDS – A performance bond and labor and payment bond of up to 100% of an award may be required by the Purchasing Agent. Bonds must meet the following requirements:

- **a. Corporation:** The Bond must be signed by an official of the corporation above his official title and the corporate seal must be affixed over his signature.
- **b. Firm or Partnership:** The Bond must be signed by all of the partners and must indicate that they are "Doing Business As (name of firm)."
- **c. Individual:** The Bond must be signed by the individual owning the business and indicate "Owner."
- **d.** The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
- **e.** The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
- **f.** Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
- **g.** A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

34. DEFAULT AND CANCELLATION - A contract may be canceled or annulled at the contractor's expense upon non-performance of contract, or breach, by the contractor,

of any of his obligations. Failure of contractor to cure such non-performance or breach within ten working days after the receipt of notice, shall be sufficient cause for the cancellation of the contract in question, the cancellation of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements.

- **a.** Failure of a contractor to deliver or perform within the time specified, or within reasonable time as interpreted by the Purchasing Agent or failure to make replacement of rejected articles, when so requested, immediately or as directed by the Purchasing Agent, will cause the Purchasing Agent to purchase in the open market to replace those rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchase in the open market against rejections on any contract when necessary. On all such purchases, the contractor, or his surety, agrees to promptly reimburse the State for excess costs occasioned by such default. Should the cost be less, the contractor shall have no claim to the difference.

- b.** A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. The Purchasing Agent may contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety.

- c.** If contractor consistently fails to deliver quantities or otherwise perform as specified, the Purchasing Agent reserves the right to cancel the contract and purchase the balance in the open market at the contractor's expense.

35. INDEMNITY - The contractor guarantees:

- **a.** To save the State, its agents and employees, harmless from any liability imposed upon the State arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.

- b.** To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the installation is to be made and of the State of Rhode Island.

- c.** That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

36. CONTRACTOR'S OBLIGATIONS - In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

- **a.** To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;

- b. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, a completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;
- c. To store equipment, supplies, and material at the site only upon approval by the State, and at his own risk;
- d. To perform all work so as to cause the least inconvenience to the State, and with proper consideration for the rights of other contractors and workmen;
- e. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work; and
- f. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any State facility or site, and that they comply with such rules.

37. FORCE MAJEURE - All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.

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Appendix D1: Overall Costs by Task

REQUEST FOR PROPOSALS RFP-2016-OIS-01

Consulting Services for MITA 3.0 State Self-Assessment and Related Activities for New Hampshire, Massachusetts and Rhode Island

#	Deliverable	MA \$	NH \$	RI \$
A	Project Management			
B	MITA Training			
C	Medicaid Business Process Review			
D	MMIS System Assessment			
E	Ancillary Medicaid Systems Assessment			
F	Interfaces and Interactions with the BI System			
G	Overall MITA Roadmap			
H	Overall Concept of Operations (COO)			
I	Project Close Out			
	Total =	\$0.00	\$0.00	\$0.00
	Grand Total for All Three States =	\$0.00		

Appendix D1: Rate Sheet for FY2017 and FY2018
REQUEST FOR PROPOSALS RFP-2016-OIS-01
Consulting Services for MITA 3.0 State Self-Assessment and Related Activities for New Hampshire, Massachusetts and Rhode Island

Key Resource	Resource	FY2017 Rate Per Hour	FY2018 Rate Per Hour	Comments
Yes	MA Project Manager			
	NH Project Manager			
	RI Project Manager			
Yes	MA Business Lead			
	NH Business Lead			
	RI Business Lead			
Yes	MA IT and Data Lead			
	NH IT and Data Lead			
	RI IT and Data Lead			
Yes	MA Training Lead			
	NH Training Lead			
	RI Training Lead			
No	Additional resources here			
No				
No				
No				
No				
No				
No				
No				
No				
No				
No				

Appendix D1: Travel Expenses for State FY2017 and FY2018
REQUEST FOR PROPOSALS RFP-2016-OIS-01
Consulting Services for MITA 3.0 State Self-Assessment and Related Activities for New Hampshire,
Massachusetts and Rhode Island

Travel Expense	FY2017	FY2018	Travel Documentation Provided
Travel Expense #1			
Travel Expense #2			
Travel Expense #3			
Travel Expense #4			
etc.			

Appendix D2 – Bidder Question Submittal Form

Questions and Answers: Request for Proposal for Consulting Services for MITA 3.0 State Self-Assessment and Related Activities for New Hampshire, Massachusetts and Rhode Island

This document contains the set of questions and answers relative to the RFP for Consulting Services for MITA 3.0 State Self-Assessment (SS-A) and Related Activities for NH, MA, and RI. The answers provided by the Collaborative respond to the questions submitted by prospective Bidders and are intended to provide guidance to Bidders preparing proposals.

Bidders must provide an RFP Page Number, a Section Reference, and the Question. The Collaborative will provide an ID Number (#) and an Answer.

Questions submitted by: Name of Bidder Here

#	RFP Page #	Section Reference	Question	Answer